# CITY OF MEMPHIS COUNCIL AGENDA CHECK OFF SHEET

ONE ORIGINAL Planning & Development ONLY STAPLED **DIVISION TO DOCUMENTS Planning & Zoning** COMMITTEE: 04/06/2021 DATE **PUBLIC SESSION:** 04/06/2021 **DATE** ITEM (CHECK ONE) X RESOLUTION X REQUEST FOR PUBLIC HEARING **ORDINANCE** ITEM DESCRIPTION: Resolution approving the appeal of Prentiss Mitchell on behalf of the MIM LLC seeking to overturn the action of the Memphis and Shelby County Land Use Control Board denying a modification to the Gurley Winchester Road Planned Development at the subject property located on South side of TN 385, north side of Riverdale Bend Road and east of Riverdale Road, known as case number MJR 2022-013 (Correspondence to PD 82-032) MJR 2022-013 (PD 82-032 CORRES.) **CASE NUMBER:** Gurley Winchester Road Planned Development **DEVELOPMENT:** LOCATION: South side of TN 385, north side of Riverdale Bend Road and east of Riverdale Road **COUNCIL DISTRICTS:** District 2 and Super District 9 – Positions 1, 2, and 3 MIM LLC - Prentiss Mitchell **APPELLANT: REOUEST:** Overturn a decision of the Land Use Control Board AREA: +/-1.71 acres **RECOMMENDATION:** The Division of Planning and Development recommended Rejection The Land Use Control Board recommended Rejection RECOMMENDED COUNCIL ACTION: Public Hearing Required Add to consent agenda requesting public hearing – June 21, 2022 Second reading/public hearing – <u>July 12, 2022</u> PRIOR ACTION ON ITEM: APPROVAL - (1) APPROVED (2) DENIED 04/14/2022 DATE (1) Land Use Control Board ORGANIZATION - (1) BOARD / COMMISSION (2) GOV'T. ENTITY (3) COUNCIL COMMITTEE ..... **FUNDING:** REQUIRES CITY EXPENDITURE - (1) YES (2) NO AMOUNT OF EXPENDITURE REVENUE TO BE RECEIVED SOURCE AND AMOUNT OF FUNDS OPERATING BUDGET CIP PROJECT # FEDERAL/STATE/OTHER ADMINISTRATIVE APPROVAL: **POSITION DATE** MUNICIPAL PLANNER **DEPUTY ADMINISTRATOR ADMINISTRATOR** DIRECTOR (JOINT APPROVAL) **COMPTROLLER** FINANCE DIRECTOR CITY ATTORNEY \_\_\_\_\_ CHIEF ADMINISTRATIVE OFFICER

**COMMITTEE CHAIRMAN** 

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# Memphis City Council Summary Sheet

# **MJR 2022-013 (Correspondence to PD 82-032)**

Resolution approving the appeal of Prentiss Mitchell on behalf of the MIM LLC seeking to overturn the action of the Memphis and Shelby County Land Use Control Board denying a modification to the Gurley Winchester Road Planned Development at the subject property located on South side of TN 385, north side of Riverdale Bend Road and east of Riverdale Road, known as case number MJR 2022-013 (Correspondence to PD 82-032)

- This item is a Resolution to appeal the Land Use Control Board's denial of a planned development major modification to change the approved uses from Office General (OG) to Commercial Mixed Use – 3 (CMU-3) for the purpose of erecting an off-premise sign; and
- The Land Use Control Board held a public hearing on April 14, 2022, and denied the aformentioned request; and
- An appeal of the Land Use Control Board decision was filed on May 3, 2022, by Prentiss Mitchell on behalf of the MIM LLC requesting the Council of the City of Memphis overturn the action of the Land Use Control Board; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

# LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday, April 14, 2022*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

**CASE NUMBER:** MJR 2022-013 (PD 82-032 CORRES.)

**DEVELOPMENT:** Gurley Winchester Road PD

LOCATION: South side of TN 385, north side of Riverdale Bend Road and east of Riverdale

Road

**OWNER/APPLICANT:** MIM LLC – Prentiss Mitchell

**REPRESENTATIVE:** Brittenum Law PLLC – Dedrick Brittenum, Jr.

**REQUEST:** Major Modification to change the approved uses from Office General (OG) to

Commercial Mixed Use – 3 (CMU-3) for the purpose of erecting an off-premise

sign

**AREA:** +/-1.71 acres

**EXISTING ZONING:** PD 82-32 approved conditions

The following spoke in support of the application: Prentiss Mitchell

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval with conditions of the application.

The motion failed by a vote of 1-8 on the regular agenda.

Respectfully,

Seth Thomas

Municipal Planner

Land Use and Development Services
Division of Planning and Development

home

Cc: Committee Members

File

RESOLUTION APPROVING THE APPEAL OF PRENTISS MITCHELL ON BEHALF OF THE MIM LLC SEEKING TO OVERTURN THE ACTION OF THE MEMPHIS AND SHELBY COUNTY LAND USE CONTROL BOARD DENYING A MODIFICATION TO THE GURLEY WINCHESTER ROAD PLANNED DEVELOPMENT AT THE SUBJECT PROPERTY LOCATED ON SOUTH SIDE OF TN 385, NORTH SIDE OF RIVERDALE BEND ROAD AND EAST OF RIVERDALE ROAD, KNOWN AS CASE NUMBER MJR 2022-013 (CORRESPONDENCE TO PD 82-032

- **WHEREAS**, MIM LLC filed an application with the Memphis and Shelby County Division of Planning and Development to change the approved uses from Office General (OG) to Commercial Mixed Use 3 (CMU-3) for the purpose of erecting an off-premise sign; and
- WHEREAS, the Memphis and Shelby County Division of Planning and Development reviewed the application in accordance with the standards and regulations of Memphis and Shelby County Unified Development Code and submitted its findings and recommendation to the Memphis and Shelby County Land Use Control Board; and
- **WHEREAS**, a public hearing in relation thereto was held before the Memphis and Shelby County Land Use Control Board on April 14, 2022, and said Board denied the request of the applicant.
- **WHEREAS**, Prentiss Michell, filed an appeal on May 3, 2022, on behalf of the MIM LLC with the Memphis and Shelby County Division of Planning and Development requesting that the Council of the City of Memphis overturn the action of the Memphis and Shelby County Land Use Control Board; and
- **WHEREAS**, the Council of the City of Memphis has reviewed the aforementioned appeal pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said appeal is consistent with the Memphis 3.0 General Plan; and
- **WHEREAS**, upon evidence presented at this public hearing by the appellant, the City Council of the City of Memphis, concludes the appeal herein should be granted.
- NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, that the appeal of the appellant, Prentiss Michell on behalf of MIM LLC, is granted and the action of the Memphis and Shelby County Land Use Control Board on April 14, 2022, is hereby overturned, in accordance with the attached site and outline plan conditions.
- **BE IT FURTHER RESOLVED**, that this resolution shall take effect from and after the date it shall have been enacted according to due process of law by virtue of the passage thereof by the Council of the City of Memphis.
- **BE IT FURTHER RESOLVED**, that the requirements of Chapter 9.6 of the Unified Development Code shall be deemed to have been complied with; that the outline plan shall bind the applicant, owner, mortgagee, if any, and the legislative body with respect to the contents of said plan; and the applicant and/or owner may file a final plan in accordance with said outline plan and the provisions of Section 9.6.11 of the Unified Development Code.

ATTEST:

CC: Division of Planning and Development
- Land Use and Development Services
- Office of Construction Enforcement

#### **OUTLINE PLAN CONDITIONS**

- Uses Permitted
  - A. Area A: (4.9 acres) Uses permitted by right or by administrative site plan review in the C-L Local Commercial District, including the retail sale of automotive fuels and lubricants, provided no retail shop shall exceed 20,000 source feet of floor area.
  - B. Areas B and C (4.7 acres) Uses permitted by right or by administrative site plan review in the G-General Office District Commercial Mixed Use 3 (CMU-3) District and the following additional uses:
    - 1. Day Care Center
    - 2. Bakery, retail
    - 3. Catering Establishment
    - 4. Cleaning establishment and pick up station
    - 5. General Service and repair shops
    - 6. Greenhouse or nursery
    - 7. Laboratories
    - 8. Lawn, tree, or garden service
    - 9. Music of Dance academy
    - 10. Personal Service establishment
    - 11. Photofinishing and pick up station
    - 12. Plumbing shop (indoor)
    - 13. Processing and manufacturer incidental to retail establishments
    - 14. Business services
    - 15. Contractors storage (indoor)
    - 16. Post office
    - 17. Telephone Service Center
    - 18. Warehouse and wholesale display when at least a third of the building is used for the office space of the representative of the product or merchandise being stored or displayed
    - 19. Print shop

#### 19. FEIRL SHOP

- C. The following additional uses may be applied for as special use permits under Sections 8 and 9 of the Zoning Ordinance-Regulations in Areas B and C.
  - Commercial outdoor amusement
  - Communication, radio or television towers
  - Undertaking establishments
     Mini-warehouses

#### II. Bulk Regulations

- A. The bulk regulations of the O-G District shall apply in Areas A. B and  $\bar{c}$ except as noted below
- B. Height: No structure shall exceed 35 feet in height.
- C. The minimum building setbacks for all parcels from either public or private streets shall be 42 feet, except when no parking is provided in the required setback and the setback area is landscaped, the minimum setback may be reduced to 30 feet.
- D. The minimum building setback from the east property line shall be established in accordance with Condition II.C. above plus an additional 36 feet to provide adequate reservation for a non-residential collector street along the east property line.

# III. Circulation, Access and Parking

- A. Winchester Road shall be dedicated and improved 57 feet from the proposed centerline as established by the County Engineer.
- B. An internal collector street as shown on the outline plan shall be dedicated and improved to a 68 foot wide street.
- C. The design, location and number of curb cuts along any internal dedicated street shall be subject to the approval of the County Engineer, and no curb cut shall be permitted within 20 feet of the point of curvature of intersecting streets.
- D. No more than two curb cuts shall be permitted to Winchester Road. The exact design and location shall be subject to the approval of the County Engineer. Access for a public or private street at the east property line may also be provided.
- E. Additional internal access may be provided by either public or private streets subject to the following standards:
  - Public streets shall be dedicated and improved as 68 foot wide collector streets.
  - 2. Private streets shall have a minimum pavement width of 36 feet and constructed to City and County standards for a non-residential street.
  - 3. A private street may be maintained within a 68 foot wide area reserved for a future dedicated non-residential collector street.
- F. Parking spaces and loading areas shall be provided in accordance with Section 28 of the Zoning Ordinance-Regulations.

# IV. Landscaping and Screening

- A. At least five (5%) per cent of any parking area shall be landscaped with grass, trees and shrubs.
- B. A 15 foot wide landscape screen (Plate F) or an equivalent approved by the Office of Planning and Development shall be provided along Winchester Road.
- C. All outdoor storage or display areas shall be screened from view from adjoining properties and public rights-of-way. Said screening shall be subject to the approval of the Office of Planning and Development.

# V. Drainage and Grading

- A. All drainage and grading plans and improvements are subject to the approval of the County Engineer and the City Division of Public Works.
- The use of any land within the Flood Plain or Floodway Districts is subject to the provisions of Sections 25 and 26 respectively of the Zoning Ordinance.

U : 820 10.11

F.14.4 RECO.

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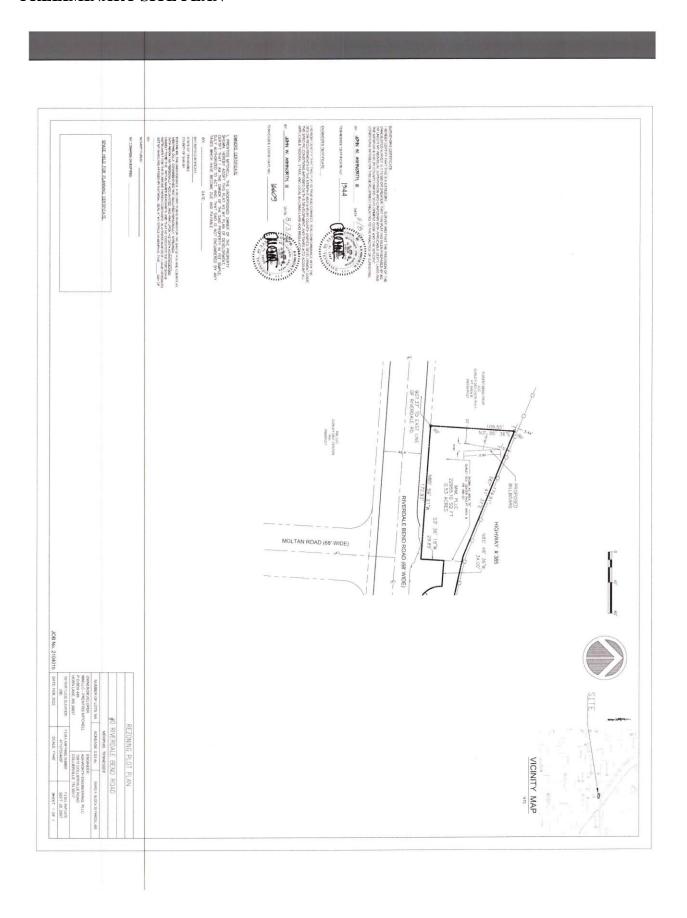
#### VI. Signs

- A. Attached on premise signs located on a wall of a building or within 18 inches thereof, and which do not extend above or beyond the wall of said building shall not be limited in size. However, no building shall have more than five attached signs.
- B. Detached On-Premise Signs
  - Detached signs shall be regulated in accordance with the C-L District regulations with the following exceptions:
    - a. No more than two free standing signs may be erected along Winchester Road.
    - A 15 foot setback from any public right-of-way or private street shall be required.
    - c. No individual sign may exceed 100 square feet in area.

# VII. Site Plan Approval

- A. Prior to or concurrent with the submittal of a final plan(s) the applicant shall submit to the Office of Planning and Development a site plan consistent with Section 14.H.2 of the Zoning Ordinance and any items specified below. No final plan shall be approved for this site prior to the approval by the Land Use Control Board of the site plan. The staff shall recommend to the Land Use Control Board the approval, with modifications or rejection based upon the following guidelines:
  - The site plan shall be consistent with the outline plan conditions.
    - The site plan shall provide a complex of buildings, a complex having access to a dedicated street, or a subdivision lot in accordance with the Memphis and Shelby County Subdivision Regulations.
    - The site plan shall show general internal roadway network including both dedicated and private streets, the design capacities, and circulation capability both within and to adjacent properties.
    - 4. Deviations to setbacks, landscaping, lighting, signs and other design standards or requirements may be made by the Board if the Board finds that the modification is substantially in conformance with the intent of the requirement and is a more suitable design alternative.
- The site plan shall be submitted a minimum of 15 working days prior to the Land Use Control Board meeting.
- VIII. In addition to all Outline Plan conditions, the final plan shall contain:
  - A. Standard Subdivision Contract.
  - B. The exact location and dimensions of all structures or buildable areas, lighting standards, driveways, streets, parking and loading areas.
  - The location of all fire hydrants as approved by the County Fire Department.
  - D. Statements from the owner and mortgagee, if any, agreeing to be bound by the conditions of the Outline Plan.
  - Provisions for maintenance of any private drive or any common element, including sewers and drainage, by a property owners association.
  - F. A cross-section of any required landscape screen.

# PRELIMINARY SITE PLAN



# dpd STAFF REPORT

AGENDA ITEM: 9

CASE NUMBER: MJR 2022-013 (PD 82-032 CORRES.) L.U.C.B. MEETING: April 14, 2022

**DEVELOPMENT:** Gurley Winchester Road PD

**LOCATION:** South side of TN 385, north side of Riverdale Bend Road and east of Riverdale Road

**OWNER/APPLICANT:** MIM LLC – Prentiss Mitchell

**REPRESENTATIVE:** Brittenum Law PLLC – Dedrick Brittenum, Jr.

**REQUEST:** Major Modification to change the approved uses from Office General (OG) to

Commercial Mixed Use – 3 (CMU-3) for the purpose of erecting an off-premise sign

**AREA:** +/-1.71 acres

**EXISTING ZONING:** PD 82-32 approved conditions

#### CONCLUSIONS

- 1. This major modification request is being done to change the outline plan conditions allowed uses from Office General (OG) to Commercial Mixed Used 3 (CMU-3) for allowing an off-premise sign.
- 2. Note that TN State Route 385 is not a U.S. Interstate Highway, it is a State Route of Tennessee. Given this, the applicants intention to use this site for an off-premise sign (billboard) will not be permitted per Paragraph 4.9.8A(2) of the Memphis and Shelby County Unified Development Code which requires off-premise signs to be "located within 300 feet of an U.S. Interstate highway;."
- 3. Highway Beautification Act (1965) was championed by First Lady 'Lady Bird' Johnson who was an advocate for beautifying the nation's cities and highways as she identified its interconnectedness to the war on poverty, mental health, and so forth. The intent of the Act was to limit billboards and other forms of outdoor advertising, along with other unsightly elements, from view of the interstate highways and encourage the "scenic enhancement" of our roadways by landscaping the adjacent green spaces. At the bills signing President Lyndon B. Johnson said, "This bill does not represent everything that we wanted. It does not represent what we need. It does not represent what the national interest requires. But it is a first step, and there will be other steps. For though we must crawl before we walk, we are going to walk." Note while Tennessee State Route 385 is not an interstate highway, the underlying aesthetic principles of the Act are still noteworthy and should be strived for along other roadways hence the Unified Development Code's regulations aimed at limiting the proliferation of billboards, see page 16 for additional information.
- 4. Staff is not in support of proposed outline plan change to CMU-3 regardless of the off-premise sign use due to the intensification of permitted uses in said district as compared to what is allowed in the more restrictive planned development of the area.
- 5. Lastly, the changing of the outline plan conditions allowing for an off-premise sign would still not satisfy the State of Tennessee requirements for billboards, in which the state does not recognize planned development outline plan conditions as relevant zoning. In order to meet state requirements this property would have to be removed from the PD and rezoned to a district that would allow off premise signs by right.

#### CONSISTENCY WITH MEMPHIS 3.0

This proposal is **inconsistent** with the Memphis 3.0 General Plan per the land use decision criteria. See further analysis on pages 17-19 of this report.

# RECOMMENDATION Rejection

Staff Report MJR 2022-013

April 14, 2022 Page 2

#### **GENERAL INFORMATION**

Street Frontage: Riverdale Bend Road+/-462.00 curvilinear feet

**Zoning Atlas Page:** 2550

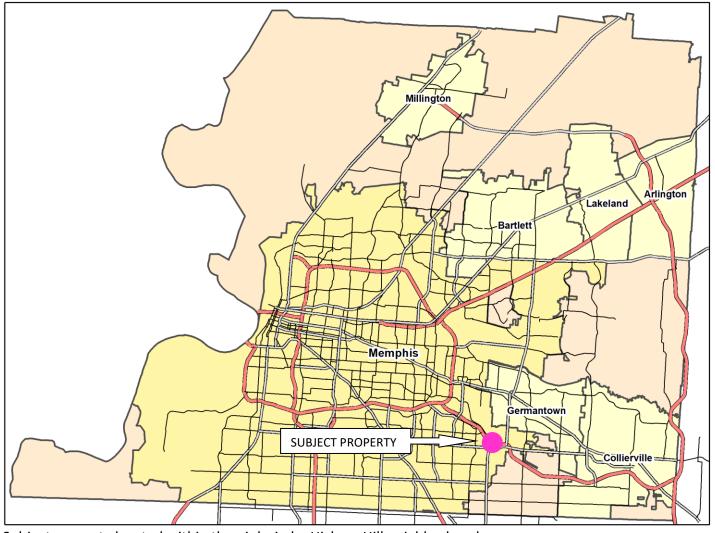
**Parcel ID:** 093500 00485

**Existing Zoning:** PD 82-32 approved conditions

#### **PUBLIC NOTICE**

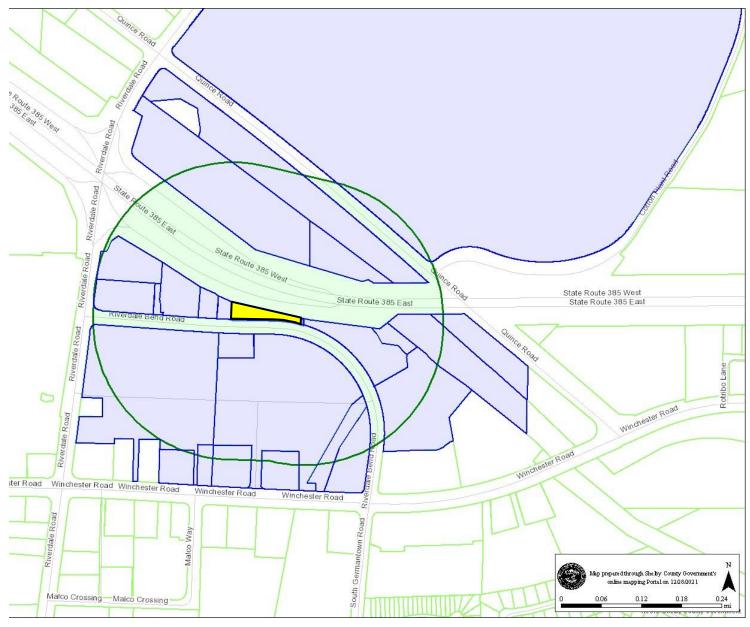
In accordance with Sub-Section 9.3.4A of the Unified Development Code, a notice of public hearing is required to be mailed and signs posted. A total of 10 notices were mailed on March 31, 2022, and a total of 1 sign posted at the subject property. The sign affidavit has been added to this report.

# **LOCATION MAP**



Subject property located within the pink circle, Hickory Hill neighborhood

## **VICINITY MAP**



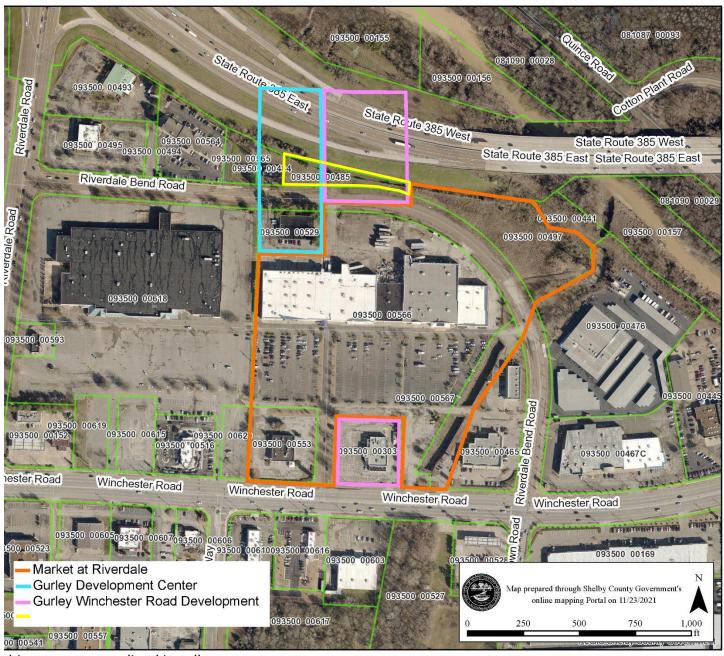
Subject property highlighted in yellow

# **AERIAL**



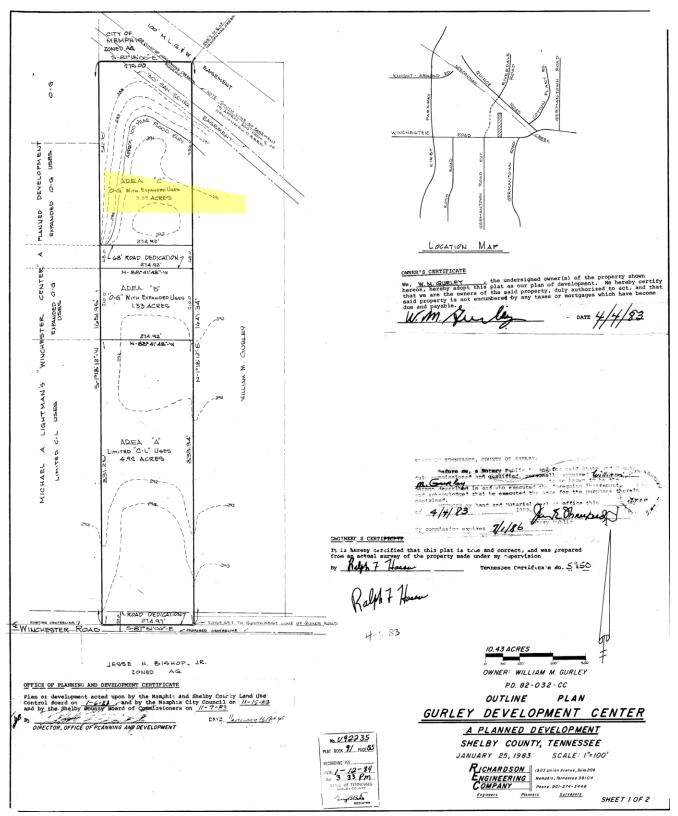
Subject property outlined in yellow, imagery from 2021

#### PLANNED DEVELOPMENT MAP



Subject property outlined in yellow

# **GURLEY DEVELOPMENT CENTER PLANNED DEVELOPMENT – PD 82-32 (WESTERN HALF OF SITE)**



Subject property highlighted in yellow (approximate)

.p. 82-032-CC

OUTLINE PLAN CONDITIONS

#### Uses Permitted

- Area A: (4.9 acres) Uses permitted by right or by administrative site plan review in the C-L Local Commercial District, including the retail sale of sutomotive fuels and lubricants, provided no retail shop snall exceed 20,000 square feet of floor area.
- Areas B and C: (4.7 acres) Uses permitted by right or by administrative site plan review in the 0-G General Office District and the following additional uses:

  - Day Care Center Bakery, retail Catering Establishment Cleaning establishment and pick up station General Service and repair shops Greenhouse or nursery

  - Greenhouse or nursery
    Laboratories
    Lawn, Tree or Garden Service
    Music or Dancé Academy
    Personal Service establishment
    Photofinishing and pick up station
    /lumbing shop (indoor)
    rrocessing and manufacturer incidential to ratail establishment
    Susiness services
    Contractor's storage (indoor)

  - Rusiness services
    Contractor's storage (indoor)
    Post office
    Telephone Service Center
    Warehouse and wholesale display when at least a third of the building
    Warehouse and wholesale display when at least a third of the product or
    warehandise being stored or displayed.
    Print shop.
    Print shop.
- C. The following additional uses may be applied for as special use permits under Sections 8 and 9 of the Zoning Ordinance-Regulations in Areas B and C.

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#### II. Bulk Regulations

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- A. All drainage and grading plans and improvements are subject to the approval of the County Engineer and the City Division of Public Works.
- B. The use of any land within the Flood Plain or Floodway Districts is subject to the provisions of Sections 25 and 26 respectively of the Zoning Ordinance.

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  - A. Standard Subdivision Contract.
  - The exact location and dimensions of all structures or buildable areas, lighting standards, driveways, streets, parking and loading areas.
  - C. The location of all fire hydrants as approved by the County Fire Department.
  - Statements from the owner and mortgagee, if any, agreeing to be bound by the conditions of the Outline Plan.
  - Provisions for maintenance of any private drive or any common element, including sewers and drainage, by a property owners association.
  - F A cross-section of any required landscape screen.

P14+ 91 P655 30.00

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s. 75. 1. 5367E

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PLAN OUTLINE GURLEY DEVELOPMENT CENTER

A PLANNED DEVELOPMENT SHELBY COUNTY, TENNESSEE

JANUARY 25,1983

RICHARDSON 1503 Union Avenue, Suite 204
ROGINEERING Memphis, Tennessee 38104
Phone: 901-274-3448

Ingineers Planners Surveyors

SHEET 2 OF

## **ZONING MAP**



Subject property highlighted in yellow

**Existing Zoning:** Conservation Agriculture (CA), PD 95-338 (eastern half of site), and PD 82-32 (westernhalf

of site)

# **Surrounding Zoning**

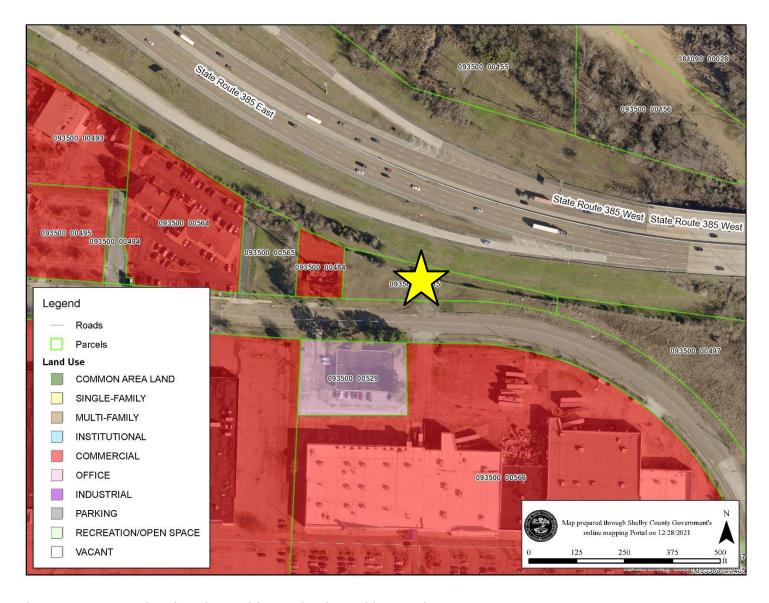
North: Residential Single-Family – 15 (R-15) – State Route 385

East: Conservation Agriculture (CA), PD 97-311, BOA 2020-20, and BOA 2021-21

**South:** Conservation Agriculture (CA), PD 95-338, and PD 82-32

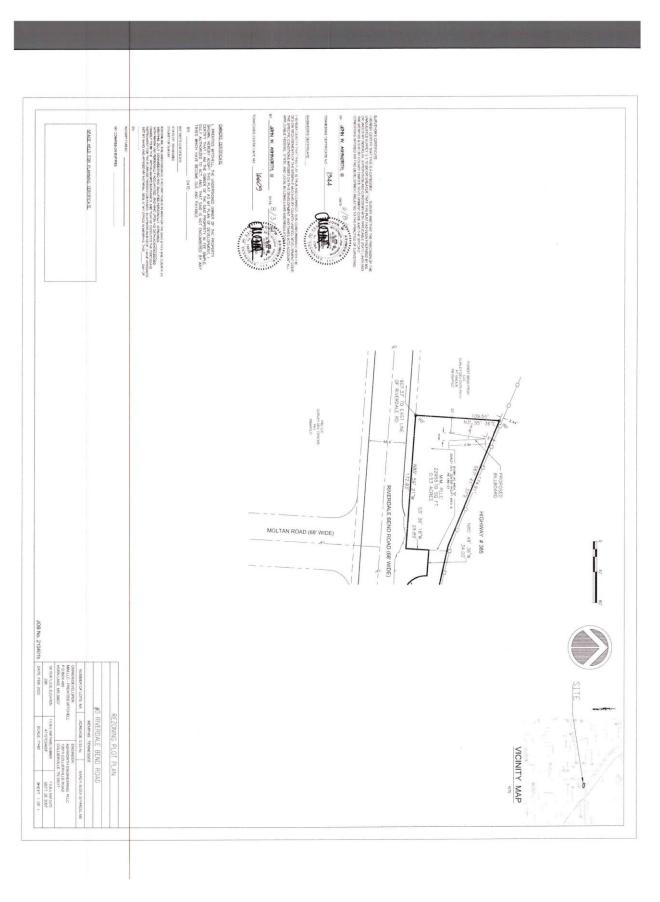
West: Conservation Agriculture (CA) and PD 82-32

## **LAND USE MAP**

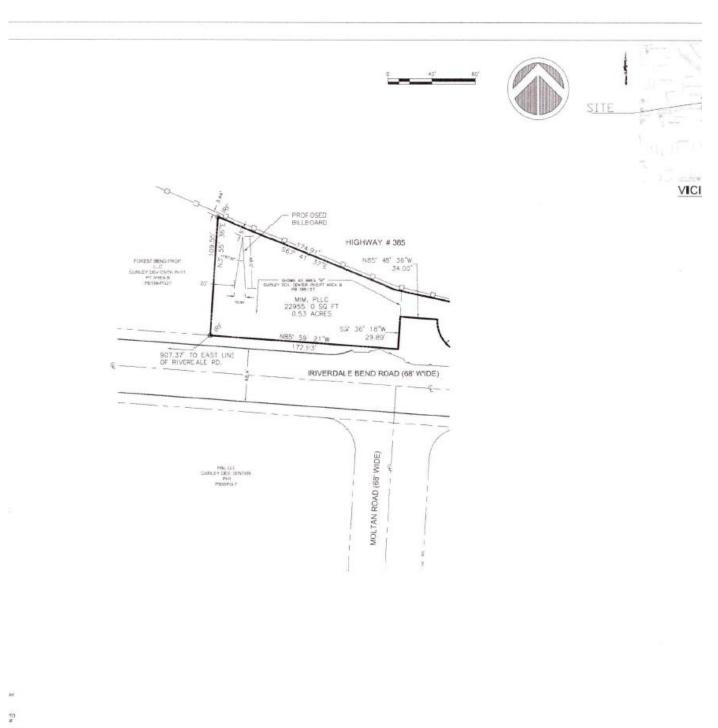


Subject property outlined in electric blue and indicated by a pink star

# **PLOT PLAN**



# **PLOT PLANN (ZOOMED)**



# **SITE PHOTOS**



View of subject property from Riverdale Bend Road looking northeast



View of Subject property from Riverdale Bend Road looking northwest



View of subject property from TN State Route 385 looking south

# **SIGN EXAMPLE**



#### **STAFF ANALYSIS**

#### **Request and Justification**

The application and letter of intent have been added to this report.

The request is amending the outline plan conditions of the Gurley Development Center PD to CMU-3 to allow an off-premise sign.

#### **Site Description**

The subject property is +/-0.53 acres (+/-23,086 square feet), known as parcel ID 093500 00485, and located on the south side of TN 385, north side of Riverdale Bend Rd and east of Riverdale Rd. The site is zoned Conservation Agriculture (CA), however, the site is currently regulated by the Gurley Development Center PD and the Gurley Winchester Road Development PD which both reference an underlying zoning of the Office General (OG). The subject property is currently vacant land and the surrounding land uses are a mixture of commercial, office, and vacant land.

#### **Tennessee State Route 385**

TN State Route 385 is not a U.S. Highway, it is a State Route of Tennessee. Given this, the applicants intention to use this site for an off-premise sign (billboard) will not be permitted per Paragraph 4.9.8A(2) of the Memphis and Shelby County Unified Development Code which requires off-premise signs to be "located within 300 feetof an U.S. Interstate highway;."

#### **Highway Beautification Act (1965)**

On October 22, 1965, President Lyndon B. Johnson signed the Highway Beautification Act, which attempts to limit billboards and other forms of outdoor advertising, as well as other unsightly roadside messes, along America's interstate highways.

The act also encouraged "scenic enhancement" by funding local efforts to clean up and landscape the green spaces on either side of the roadways. "This bill will enrich our spirits and restore a small measure of our national greatness," Johnson said at the bill's signing ceremony. "Beauty belongs to all the people. And so long as I am

President, what has been divinely given to nature will not be taken recklessly away by man."

Additionally, the Act was championed by First Lady 'Lady Bird' Johnson and informally known as "Lady Bird's Bill" who was an advocate for beautifying the nation's cities and highways and wrote, "The subject of Beautification is like a tangled skein of wool... All the threads are interwoven—recreation and pollution and mental health and the crime rate and rapid transit and highway beautification and the war on poverty and parks... everything leads to something else."

Note while Tennessee State Route 385 is not an interstate highway the underlying aesthetic principle of the Actis still noteworthy and should be strived for along other roadways.

#### Reference:

History.com Editors. (2021). President Lyndon Johnson signs the Highway Beautification Act. A&E Television Networks. Retrieved 4 January 2022, from <a href="https://www.history.com/this-day-in-history/president-lyndon-johnson-signs-the-highway-beautification-act">https://www.history.com/this-day-in-history/president-lyndon-johnson-signs-the-highway-beautification-act</a>

# **Consistency with Memphis 3.0**

Staff uses the following criteria contained in Memphis 3.0 to determine consistency.

This summary is being produced in response to the following application to support the LUDS department in their recommendation: MJR 22-13

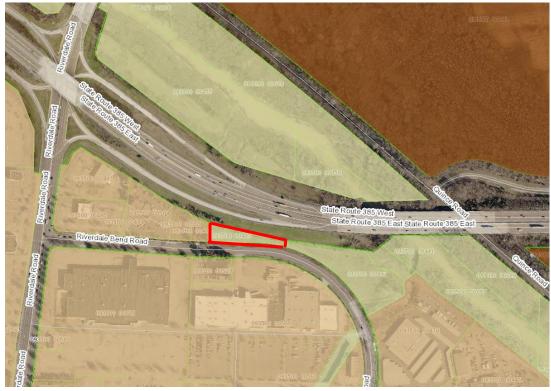
Site Address/location: 0 Maltan Dr. (Parcel 093500 00485)

Land Use Designation (see page 106 for details): Open Spaces & Natural Features (OSN)

Based on the existing adjacent land use the proposal <u>IS NOT CONSISTENT</u> with the Memphis 3.0 Comprehensive Plan.

The following information about the land use designation can be found on pages 76 - 122:

## 1. FUTURE LAND USE PLANNING MAP



Red polygon indicates the application sites on the Future Land Use Map.

# 2. Land use description & applicability:

Open Spaces and Natural Features are mainly natural features with a focus on preservation and sometimes allow for passive recreation, such as wildlands, wetlands, or waterways. These lands mainly perform environmental functions that allow for natural wildlife and ecological interactions to occur, therefore, necessitating conservation practices when applicable.



# "OSN" Goals/Objectives:

Preservation, restoration, and maintenance of natural habitat, flood control, environmental stewardship, passive recreation.

#### "OSN" Form & Location Characteristics:

Conservation and recreational uses.

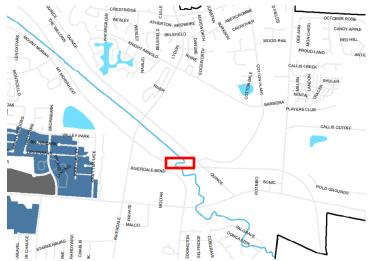
The applicant is requesting a major modification to a planned development to change the parcel from CA to CMU-3 with the intention of placing a billboard on the parcel.

The request does not meet the criteria of OSN. Allowing the placement of a billboard on the parcel goes against the goal of the Future Land Use itself - the maintenance of a natural habitat. Therefore, the request is not consistent.

## 3. Existing, Adjacent Land Use and Zoning

The subject site is surrounded by the following land uses: Commercial, Open Space, and Floodplain. The subject site is surrounded by the following zoning districts: CA, FW, R-15. This requested land use is not compatible with the adjacent land uses because *existing land uses surrounding the parcels is dissimilar in nature to the requested use.* 

# 4. Degree of Change map



Red polygon denotes the proposed site in Degree of Change area. There is no degree of change.

Based on the information provided, the proposal <u>IS NOT CONSISTENT</u> with the Memphis 3.0 Comprehensive Plan.

Summary Compiled by: Melanie Batke, Comprehensive Planning.

#### **Conclusions**

This major modification request is being done to change the outline plan conditions allowed uses from Office General (OG) to Commercial Mixed Used – 3 (CMU-3) for allowing an off-premise sign.

Note that TN State Route 385 is not a U.S. Interstate Highway, it is a State Route of Tennessee. Given this, the applicants intention to use this site for an off-premise sign (billboard) will not be permitted per Paragraph 4.9.8A(2) of the Memphis and Shelby County Unified Development Code which requires off-premise signs to be "located within 300 feet of an U.S. Interstate highway;."

Highway Beautification Act (1965) was championed by First Lady 'Lady Bird' Johnson who was an advocate for beautifying the nation's cities and highways as she identified its interconnectedness to the war on poverty, mental health, and so forth. The intent of the Act was to limit billboards and other forms of outdoor advertising, along with other unsightly elements, from view of the interstate highways and encourage the "scenic enhancement" of our roadways by landscaping the adjacent green spaces. At the bills signing President Lyndon B. Johnson said, "This bill does not represent everything that we wanted. It does not represent what we need. It does not represent what the national interest requires. But it is a first step, and there will be other steps. For though we must crawl before we walk, we are going to walk." Note while Tennessee State Route 385 is not an interstate highway, the underlying aesthetic principles of the Act are still noteworthy and should be strived for along other roadways hence the Unified Development Code's regulations aimed at limiting the proliferation of billboards, see page 16 for additional information.

Staff is not in support of proposed outline plan change to CMU-3 regardless of the off-premise sign use due to the intensification of permitted uses in said district as compared to what is allowed in the more restrictive planned development of the area.

Lastly, the changing of the outline plan conditions allowing for an off-premise sign would still not satisfy the State of Tennessee requirements for billboards, in which the state does not recognize planned development outline plan conditions as relevant zoning. In order to meet state requirements this property would have to be removed from the PD and rezoned to a district that would allow off premise signs by right.

#### RECOMMENDATION

Staff recommends **rejection**; however, if approved, staff recommends the following revisions to the outline plan conditions:

#### **Outline/General Plan Conditions – Revisions**

Proposed language is indicated in **bold**, **underline**; deletions are indicated in **bold strikethrough** 

# Uses Permitted

- A. Area A: (4.9 acres) Uses permitted by right or by administrative site plan review in the C-L Local Commercial District, including the retail sale of automotive fuels and lubricants, provided no retail shop shall exceed 20,000 square feet of floor area.
- B. Areas B and C (4.7 acres) Uses permitted by right or by administrative site plan review in the General Office District Commercial Mixed Use 3 (CMU-3) District and the following additional uses:
  - 1. Day Care Center
  - 2. Bakery, retail
  - 3. Catering Establishment
  - 4. Cleaning establishment and pick up station
  - 5. General Service and repair shops
  - 6. Greenhouse or nursery
  - 7. Laboratories
  - 8. Lawn, tree, or garden service
  - 9. Music of Dance academy
  - 10. Personal Service establishment
  - 11. Photofinishing and pick up station
  - 12. Plumbing shop (indoor)
  - 13. Processing and manufacturer incidental to retail establishments
  - 14. Business services
  - 15. Contractors storage (indoor)
  - 16. Post office
  - 17. Telephone Service Center
  - 18. Warehouse and wholesale display when at least a third of the building is used for the office space of the representative of the product or merchandise being stored or displayed
  - 19. Print shop

#### 19. FFIRE SHOP

- C. The following additional uses may be applied for as special use permits under Sections 8 and 9 of the Zoning Ordinance-Regulations in Areas B and C.
  - Commercial outdoor amusement
  - 2. Communication, radio or television towers
  - Undertaking establishments
  - 1. Mini-warehouses

#### II. Bulk Regulations

- A. The bulk regulations of the O-G District shall apply in Areas A. B and C except as noted below
- B. Height: No structure shall exceed 35 feet in height.
- C. The minimum building setbacks for all parcels from either public or private streets shall be 42 feet, except when no parking is provided in the required setback and the setback area is landscaped, the minimum setback may be reduced to 30 feet.
- D. The minimum building setback from the east property line shall be established in accordance with Condition II.C. above plus an additional 36 feet to provide adequate reservation for a non-residential collector street along the east property line.

#### III. Circulation, Access and Parking

- A. Winchester Road shall be dedicated and improved 57 feet from the proposed centerline as established by the County Engineer.
- B. An internal collector street as shown on the outline plan shall be dedicated and improved to a 68 foot wide street.
- C. The design, location and number of curb cuts along any internal dedicated street shall be subject to the approval of the County Engineer, and no curb cut shall be permitted within 20 feet of the point of curvature of intersecting streets.
- D. No more than two curb cuts shall be permitted to Winchester Road. The exact design and location shall be subject to the approval of the County Engineer. Access for a public or private street at the east property line may also be
- E. Additional internal access may be provided by either public or private streets subject to the following standards:
  - Public streets shall be dedicated and improved as 68 foot wide collector streets.
  - 2. Private streets shall have a minimum pavement width of 36 feet and constructed to City and County standards for a non-residential street.
  - A private street may be maintained within a 68 foot wide area reserved for a future dedicated non-residential collector street.
- F. Parking spaces and loading areas shall be provided in accordance with Section 28 of the Zoning Ordinance-Regulations.

# IV. Landscaping and Screening

- A. At least five (5%) per cent of any parking area shall be landscaped with grass, trees and shrubs.
- B. A 15 foot wide landscape screen (Plate F) or an equivalent approved by the Office of Planning and Development shall be provided along Winchester Road.
- C. All outdoor storage or display areas shall be screened from view from adjoining properties and public rights-of-way. Said screening shall be subject to the approval of the Office of Planning and Development.

# V. Drainage and Grading

- A. All drainage and grading plans and improvements are subject to the approval of the County Engineer and the City Division of Public Works.
- The use of any land within the Flood Plain or Floodway Districts is subject to the provisions of Sections 25 and 26 respectively of the Zoning Ordinance.

'U : 820 110.11 ELC.S RECO.

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#### VI. Signs

- A. Attached on premise signs located on a wall of a building or within 18 inches thereof, and which do not extend above or beyond the wall of said building shall not be limited in size. However, no building shall have more than five attached signs.
- B. Detached On-Premise Signs
  - Detached signs shall be regulated in accordance with the C-L District regulations with the following exceptions:
    - No more than two free standing signs may be erected along Winchester Road.

- -0--

- A 15 foot setback from any public right-of-way or private street shall be required.
- c. No individual sign may exceed 100 square feet in area.

#### VII. Site Plan Approval

- A. Prior to or concurrent with the submittal of a final plan(s) the applicant shall submit to the Office of Planning and Development a site plan consistent with Section 14.H.2 of the Zoning Ordinance and any items specified below. No final plan shall be approved for this site prior to the approval by the Land Use Control Board of the site plan. The staff shall recommend to the Land Use Control Board the approval, with modifications or rejection based upon the following guidelines:
- The site plan shall be consistent with the outline (lam conditions.
  - The site plan shall provide a complex of buildings, a complex having access to a dedicated street, or a subdivision lot in accordance with the Memphis and Shelby County Subdivision Regulations.
  - The site plan shall show general internal roadway network including both dedicated and private streets, the design capacities, and circulation capability both within and to adjacent properties.
  - 4. Deviations to setbacks, landscaping, lighting, signs and other design standards or requirements may be made by the Board if the Board finds that the modification is substantially in conformance with the intent of the requirement and is a more suitable design alternative.
- The site plan shall be submitted a minimum of 15 working days prior to the Land Use Control Board meeting.
- WIII. In addition to all Outline Plan conditions, the final plan shall contain:
  - A. Standard Subdivision Contract.
  - The exact location and dimensions of all structures or buildable areas, lighting standards, driveways, streets, parking and loading areas.
  - The location of all fire hydrants as approved by the County Fire Department.
  - D. Statements from the owner and mortgagee, if any, agreeing to be bound by the conditions of the Outline Plan.
  - Provisions for maintenance of any private drive or any common element, including sewers and drainage, by a property owners association.
  - F. A cross-section of any required landscape screen.

Staff Report MJR 2022-013 April 14, 2022 Page 23

#### **DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

# **City/County Engineer:**

CITY ENGINEERING COMMENTS DATE: 4/7/2022

CASE: MJR-22-013 (PD-82-032) NAME: 3530 Molten Drive (Billboard)

1. Standard Subdivision Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

#### **Sewers:**

- 2. City sanitary sewers are available to serve this development.
- 3. All sewer connections must be designed and installed by the developer. This service is no longer offered by the Public Works Division.

#### Roads:

- 4. The Developer shall be responsible for the repair and/or replacement of all existing curb and gutter along the frontage of this site as necessary.
- 5. All existing sidewalks and curb openings along the frontage of this site shall be inspected for ADA compliance. The developer shall be responsible for any reconstruction or repair necessary to meet City standards.
- 6. Improve road frontage with sidewalks to City standards.

#### **Traffic Control Provisions:**

- 7. The developer shall provide a traffic control plan to the city engineer that shows the phasing for each street frontage during demolition and construction of curb gutter and sidewalk. Upon completion of sidewalk and curb and gutter improvements, a minimum 5 foot wide pedestrian pathway shall be provided throughout the remainder of the project. In the event that the existing right of way width does not allow for a 5 foot clear pedestrian path, an exception may be considered.
- 8. Any closure of the right of way shall be time limited to the active demolition and construction of sidewalks and curb and gutter. Continuous unwarranted closure of the right of way shall not be allowed for the duration of the project. The developer shall provide on the traffic control plan, the time needed per phase to complete that portion of the work. Time limits will begin on the day of closure and will be monitored by the Engineering construction inspectors on the job.
- 9. The developer's engineer shall submit a <u>Trip Generation Report</u> that documents the proposed land use, scope and anticipated traffic demand associated with the proposed development. A detailed Traffic Impact

Staff Report April 14, 2022 MJR 2022-013 Page 24

Study will be required when the accepted Trip Generation Report indicates that the number for projected trips meets or exceeds the criteria listed in Section 210-Traffic Impact Policy for Land Development of the City of Memphis Division of Engineering Design and Policy Review Manual. Any required Traffic Impact Study will need to be formally approved by the City of Memphis, Traffic Engineering Department.

#### **Curb Cuts/Access:**

- 10. The City Engineer shall approve the design, number and location of curb cuts.
- 11. Any existing nonconforming curb cuts shall be modified to meet current City Standards or closed with curb, gutter and sidewalk.
- 12. Close existing curb cut with curb, gutter, and sidewalk.

#### **Drainage:**

13. A grading and drainage plan for the site shall be submitted to the City Engineer for review and approval prior to recording of the final plat.

**City/County Fire Division:** No comments received.

**City Real Estate:** No comments received.

**City/County Health Department:** No comments received.

**Shelby County Schools:** No comments received.

**Construction Code Enforcement:** No comments received.

Memphis Light, Gas and Water: No comments received.

Office of Sustainability and Resilience: No comments received.

Office of Comprehensive Planning: No comments received.

#### **APPLICATION**

Revised 12.30.2021



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

# LAND USE CONTROL BOARD MAJOR MODIFICATION APPLICATION TO FILE ONLINE USE THE DEVELOP 901 CITIZEN PORTAL

Date: 3/4/2022 Pre	vious Case/Docket #:
PLEASE TYPE OR PRIM	п
Property Owner of Record: MIM LLC	Phone #: 901-305-5000
Mailing Address: P.O. Box 488	City/State: Horn Lake, MSZip: 38637
Property Owner Email Address: mimllcmemphis@gmail.co	om
Applicant: MIM LLC	Phone #: 901-305-5000
Mailing Address: P.O. Box 488	City/State: Horn Lake, MSZip: 38637
Applicant Email Address: mimllcmemphis@gmail.com	
Representative: Dedrick Brittenum, Jr.	Phone #: 901-552-5994
Mailing Address: 3385 Airways Blvd, Ste. 229	<sub>City/State:</sub> Memphis, TN _ <sub>Zip:</sub> 38116
Representative Email Address: db@brittenumlaw.com	
Architect/Engineer/Surveyor: Wes Ashworth, PE. RLS	Phone #: 901-414-8767
Mailing Address: 10815 Collierville Road	City/State: Collierville, TN Zip: 38017
Architect/Engineer/Surveyor Email Address: wesley@ashwor	thengineering.com
PREMISES LOCATION (Describe by street address & directional loca	
of Johnson Street, 100 feet east of Brown Street): 3530 Molton	Dr. Memphis TN
Parcel ID: 093500 00485	
Project Name: Molton Road Development	
Project Description: New off Premise Sign with steel structure covered by	designer brick to blend in with character of the area.
Upon completion of construction, it will be aesthetically p	leasing. See attached photos
-	
Did you have a pre-application meeting with the Division of Planni	ing and Development (DPD)?
Planner: Seth Thomas	te of Meeting: 03/04/2022
Revised 12 30 2021	1

Justification for Request: The property was surveyed by a land surveyor. The property is oddly shaped and parcel is only suitable for a off primise sign.
Amend existing condition language to add CMU-3 district.
Amend PD 82-32 western portion at condition # I.B. to allow
uses permitted by CMU-3, Off Premise Sign.
Area A Area B Area C 0.53
vacant
CMIL 3
requested use of Property.
s this application in response to a citation, stop work order, or zoning letter? No (yes or no)
f yes, please provide a copy of the citation, stop work order, and/or zoning letter along with any other relevant
information:
LAND USE CONTROL BOARD MAJOR MODIFICATION APPLICATION GUIDE
Fo file online use the Develop 901 Citizen Portal: <a href="https://www.aca-prod.accela.com/SHELBYCO/Default">www.aca-prod.accela.com/SHELBYCO/Default</a>
GENERAL INFORMATION
UNIFIED DEVELOPMENT CODE (UDC) REFERENCES FOR MAJOR MODIFICATIONS:
a) Planned Development – UDC Paragraphs 9.6.11E(2), 9.6.14A(2), and 9.6.14(3)
b) Special Use Permit – UDC Sub-Sections 9.6.12B and 9.6.14B c) Subdivision – UDC Sub-Section 9.7.9B
d) Street and Alley Closure – UDC Section 9.8.7
PRE-APPLICATION MEETING — This is a meeting in which the Division of Planning and Development Land Use and Development Services discusses the procedures, standards, and regulations required of a request in accordance with the Jnified Development Code with the applicant(s) and/or their representative(s), see Section 9.3.1 of <u>Unified Development Code</u> for additional information. To schedule a pre-application meeting please call Land Use and Development Services at 1901) 636-6619.
APPLICATION REVIEW PROCESS – Click here to view a flowchart that explains the review process by application type, as well as the expected review time for each.
APPLICATION DEADLINES – A link to the Applications Deadlines Calendar can be found on the Land Use and Development Services' webpage.
APPLICATION ASSISTANCE — <u>Click here</u> to view a list of firms and individuals who frequently provide assistance with the iling of applications with the Division of Planning and Development.
FILING FEE(S) – See the Fee Schedule. Make checks payable to "M/SC Division of Planning and Development"
POSTED NOTICE – Posting sign(s) may be required, refer to Sub-Sections 9.3.4A and 9.3.4C of the Unified Development
code for specific requirements. If posted notice is required, the sign affidavit and a photograph of each sign on the subject
Revised 12.30.2021 2

# **SIGN AFFIDAVIT**

AFFIDAVIT	
Shelby County State of Tennessee  I, Icatiss Weller, being duly swom, depose and say that at 200 am/nm on the 23 day of	
My commission expires: 08 08 2023  STATE OF TENNESSEE NOTARY PUBLIC NOTA	



Staff Report MJR 2022-013 April 14, 2022 Page 29

### **LETTERS RECEIVED**

No letters received at the time of completion of this report.



### MEMPHIS AND SHELBY COUNTY

### **Record Summary for Major Modification**

#### **Record Detail Information**

Record Type: Major Modification Record Status: Pending

Opened Date: March 10, 2022

Record Number: MJR 2022-013 Expiration Date:

Record Name: 3530 MOLTAN DR

Description of Work: SEE ATTACHMENTS

Parent Record Number:

Address: 3530 MOLTAN DR, MEMPHIS 38125

**Owner Information** 

Primary Owner Name Owner Address Owner Phone

Yes MIM LLC 0 PO BOX 488, HORN LAKE, MS 38637

**Parcel Information** 

Parcel No:

093500 00485

**Contact Information** 

Name Organization Name Contact Type Phone
MIM LLC Applicant (901)

305-5000

Suffix:

Address

Page 1 of 3 MJR 2022-013

#### **Fee Information**

Invoice #	Fee Item	Quantity	Fees	Status	Balance	Date Assessed	Unit	Fee Code
1366591	Credit Card Use Fee (.026 x fee)	1	7.80	INVOICED	7.80	03/10/2022		PLNGSMJR04
1366591	Major Modification Fee	1	300.00	INVOICED	300.00	03/10/2022		PLNGSMJR01

Total Fee Invoiced: \$307.80 Total Balance: \$307.80

**Data Fields** 

PREAPPLICATION MEETING

Name of DPD Planner Seth Thomas 03/02/2022 Date of Meeting

**GENERAL INFORMATION** 

SEE ATTACHMENTS Justification for Request

SEE ATTACHMENTS List any relevant former Docket / Case

Number(s) related to previous applications on this site

Is this application in response to a citation, stop work order, or zoning letter

If yes, please provide a copy of the citation, stop

work order, and/or zoning letter along with any other relevant information

SEE ATTACHMENTS

**GIS INFORMATION** 

Case Layer PD95-338cc, PD82-032cc, PD97-311cc,

PD93-352cc

No

Central Business Improvement District No

С Class

Downtown Fire District No

Historic District

Land Use **VACANT** 

Municipality **MEMPHIS** 

Overlay/Special Purpose District

CA Zoning

Lot

1 State Route

Subdivision PT GURLEY WINCHESTER RD PD AREA C

MJR 2022-013 Page 2 of 3

-

Page 3 of 3 MJR 2022-013



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

## LAND USE CONTROL BOARD MAJOR MODIFICATION APPLICATION TO FILE ONLINE USE THE DEVELOP 901 CITIZEN PORTAL

Date: 3/4/2022	Previous Case/Docket #:
PLEASE TYPE	OR PRINT
	004 005 5000
Property Owner of Record: MIM LLC	Phone #: 901-305-5000
Mailing Address: P.O. Box 488	City/State: Horn Lake, MS Zip: 38637
Property Owner Email Address: mimllcmemphis@gm	ail.com
Applicant: MIM LLC	Phone #: 901-305-5000
Mailing Address: P.O. Box 488	City/State: Horn Lake, MS Zip: 38637
Applicant Email Address: mimllcmemphis@gmail.co	om
Representative: Dedrick Brittenum, Jr.	Phone #: 901-552-5994
Mailing Address: 3385 Airways Blvd, Ste. 229	City/State: Memphis, TN _Zip: 38116
Representative Email Address: db@brittenumlaw.com	1
Architect/Engineer/Surveyor: Wes Ashworth, PE. RL	SPhone #: 901-414-8767
Mailing Address: 10815 Collierville Road	<sub>City/State:</sub> Collierville, TN <sub>Zip:</sub> 38017
Architect/Engineer/Surveyor Email Address: wesley@ash	nworthengineering.com
PREMISES LOCATION (Describe by street address & direction	al location description, e.g. 200 Johnson Street, North side
of Johnson Street, 100 feet east of Brown Street): 3530 Mc	olton Dr. Memphis TN
Parcel ID: 093500 00485	
Project Name: Molton Road Development	
Project Description: New off Premise Sign with steel structure cover	ered by designer brick to blend in with character of the area.
Upon completion of construction, it will be aesthetic	ally pleasing. See attached photos
	-
	_
- 2	
Did you have a pre-application meeting with the Division of	Planning and Development (DPD)?
Planner: Seth Thomas	Date of Meeting: 03/04/2022

ustification for Request: The property was surveyed by a land surveyor. The property is oddly shaped and parcel is only suitable for a off primise sign.						
Amend existing condition						
Amend PD 82-32 wester	ern portion at conditi	on # I.B. to allow				
uses permitted by CMU	-3, Off Premise Sigr	٦.				
	Area A	Area B	Area C			
Acres:	0.53					
Existing Use of Property:	vacant					
Requested Use of Property:	CMU-3					
Is this application in response to	a citation, stop work order,	or zoning letter? No	(yes or no)			
If yes, please provide a copy of	of the citation, stop work of	order, and/or zoning le	etter along with any ot	her relevant		
information:						
LAND USE C	ONTROL BOARD MAJOR	MODIFICATION APPL	ICATION GUIDE			
To file online use the Develop 90	1 Citizen Portal: www.aca-p	rod.accela.com/SHELBY	CO/Default			

#### **GENERAL INFORMATION**

#### UNIFIED DEVELOPMENT CODE (UDC) REFERENCES FOR MAJOR MODIFICATIONS:

- a) Planned Development UDC Paragraphs 9.6.11E(2), 9.6.14A(2), and 9.6.14(3)
- b) Special Use Permit UDC Sub-Sections 9.6.12B and 9.6.14B
- c) Subdivision UDC Sub-Section 9.7.9B
- d) Street and Alley Closure UDC Section 9.8.7

**PRE-APPLICATION MEETING** – This is a meeting in which the Division of Planning and Development Land Use and Development Services discusses the procedures, standards, and regulations required of a request in accordance with the Unified Development Code with the applicant(s) and/or their representative(s), see Section 9.3.1 of <u>Unified Development Code</u> for additional information. To schedule a pre-application meeting please call Land Use and Development Services at (901) 636-6619.

**APPLICATION REVIEW PROCESS** – <u>Click here</u> to view a flowchart that explains the review process by application type, as well as the expected review time for each.

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FILING FEE(S) – See the Fee Schedule. Make checks payable to "M/SC Division of Planning and Development"

**POSTED NOTICE** – Posting sign(s) may be required, refer to Sub-Sections 9.3.4A and 9.3.4C of the <u>Unified Development Code</u> for specific requirements. If posted notice is required, the sign <u>affidavit</u> and a photograph of each sign on the subject Revised 12.30.2021

property are also mandatory. <u>Download</u> templates of the sign in a PowerPoint document. <u>Click here</u> for a list of companies that may be able to produce posted notice signs.

#### REQUIRED DOCUMENTS

As part of the application, the following documents are required to be submitted:

**LETTER OF INTENT** – A brief narrative statement generally describing the nature, location, and extent of the development and the market it is intended to serve.

**CONCEPT/PRELIMINARY/SITE PLAN** – In general, a drawing of the subject property drawn to an engineering scale, showing property boundary lines and dimensions, existing utilities and easements, roadways, rail lines and public rights-of-way, crossing and adjacent to the subject property; the proposed height, dimensions, and arrangements of buildings on the property; the type and location of proposed landscaping; the location of points of ingress to and egress (driveways), parking lots and loading areas on the site, any proposed substantial re-grading of the site and any significant topographical or physical features of the site including water courses or ponds; etc.

**ORIGINAL APPROVAL DOCUMENTS** – The original case/docket approval records, e.g. notice of disposition, resolution, ordinance, recorded outline plan, recorded final plat, etc.

VICINITY MAP — Map showing the subject property (boldly outlined) and all adjacent parcel owners. Refer to Sub-Section 9.3.4A of the <u>Unified Development Code</u> for specific notification requirements. Note two hardcopy sets of sticky labels must be provided and shall be dropped off at Suite 477 in City Hall, 125 N Main Street, Memphis, TN 38103. <u>Public Notice</u> Tool User Guide.

MAILING LABELS OF NAMES AND ADDRESSES – A complete list of names and mailing addresses, of all property owners shown on the vicinity map, typewritten, and formatted as 1" x 2 5/8" labels (Avery 5160). Additionally, include the application property owner of record, applicant, representative, and/or Architect/Engineer/Surveyor. Public Notice Tool User Guide.

**DEED(S)** – Most recent deed(s) on file with Shelby County Register of Deeds.

OWNER AFFIDAVIT – Affidavit of ownership or owner designee.

Additional documents may be required prior to approval including, but not limited, to:

**ELEVATIONS** – Building elevations may be required upon request by the Division of Planning and Development. Factors that will be taken into consideration by the Division of Planning and Development in its determination that building elevations are required are surrounding land uses, frontage requirements, proximity of the requested building(s) to the public right-of-way, conditions, etc.

**LANDSCAPE PLAN** – A detailed diagram that includes the specific location and spacing of plant materials. All plant materials shall be identified in a planting schedule chart that indicates the symbol, quantity, common name, botanical name, and minimum size at planting—caliper and height.



## Shelby County Tennessee

## Shelandra Y Ford

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.



07/26/2021 - 04:03:44 PM

2 PGS	
BRANDON 2271737 - 21092242	
VALUE	4500.00
MORTGAGE TAX	0.00
TRANSFER TAX	16.65
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	29.65

SHELANDRA Y FORD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared by & return to: Quality Title Group 6389 Quail Hollow, Suite 201 Memphis, TN 38120

#### OUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That FOREST BEND PROPERTIES, LLC, for and in consideration of FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS and other good and valuable consideration, do hereby bargain, sell, remise, release, quit claim and convey unto MIM, LLC, the following described property located in SHELBY County, Tennessee, to-wit:

That parcel of land consisting of approximately 0.31 acres of land bounded on the west by Parcel I described in the quit claim deed of record at Instrument Number 05186469; South by approximately 175 feet along Riverdale Bend Rd; North by access to Nonconnah Parkway Prohibited, and East by Gurley's East line; said parcel is reflected as Area "B" Future Development on the plat of record in Plat Book 189, Page 27 recorded in the Register's Office of Shelby County, Tennessee. No portion of the 0.29 acre cell-tower lot which is subject to the plat of record in Plat Book 189, Page 27 is conveyed hereby.

Being the same property conveyed to Forest Bend properties, LLC, as Parcel 4 only, by Quit Claim Deed from The Gurley Companies, L.P. and recorded at Instrument Number 13151668 in the Shelby County Register's Office.

Use Restriction: The Property is conveyed subject to a restriction that the owner of the Property shall not operate or use the property in any way to impede the use of the adjacent parcel, now owned by Forest Bend properties, LLC, as a cellular transmission tower (or other communications transmission facility) nor in any way which interferes with signals being transmitted there from or received thereby. This restriction will run with the land.

THE PREPAROR MAKES NO REPRESENTION OF THE CONDITION OF TITLE SINCE THERE WAS NO TITLE SEARCH OR ABSTRACT DONE AT THE REQUEST OF THE PARTIES

seals this 26th of July , 2021.

FOREST BEND PROPERTIES, LLC

Charyl Followell, Pres.

By: Cheryl Followell

It's: President

Tenn.

COUNTY OF Shelby

On this 26 day of July , 2021, before me personally appeared Cheryl Followell known to me to be (or proved)

IN TESTIMONY WHEREOF, we have hereunto set our hands and

On this Zw day of personally appeared Cheryl Followell known to me to be (or proved to me on the basis of satisfactory evidence) to be the president of Forest Bend Properties, LLC, and who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that such limited liability executed same.

Property known as: .31 Acres, Maltan Drive

Parcel No:

093500 00485

Mail Tax Notice to:

MIM, LLC

PO BOX 488 HORN LAKE, MS 38637

Owner's Name and Address: MIM, LLC

PO BOX 488

HORN LAKE, MS 38637

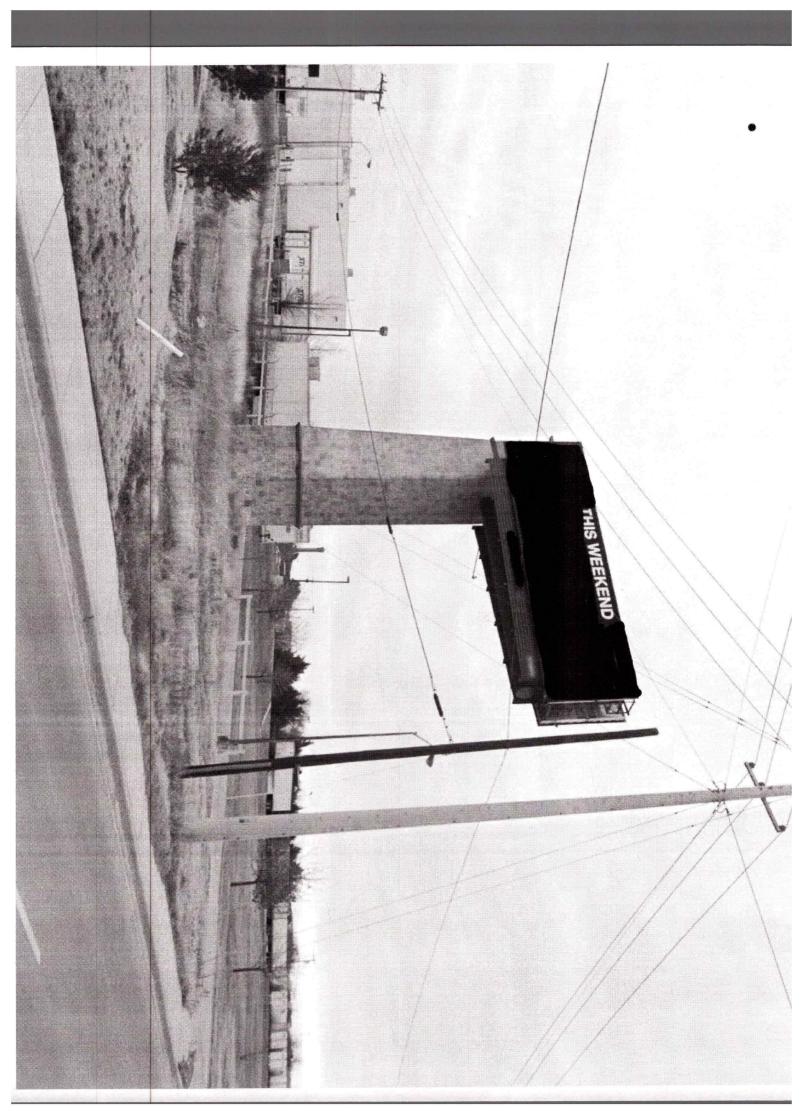
I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for  $\frac{1}{2}$ this transfer is \$4,500.00.

Affiant

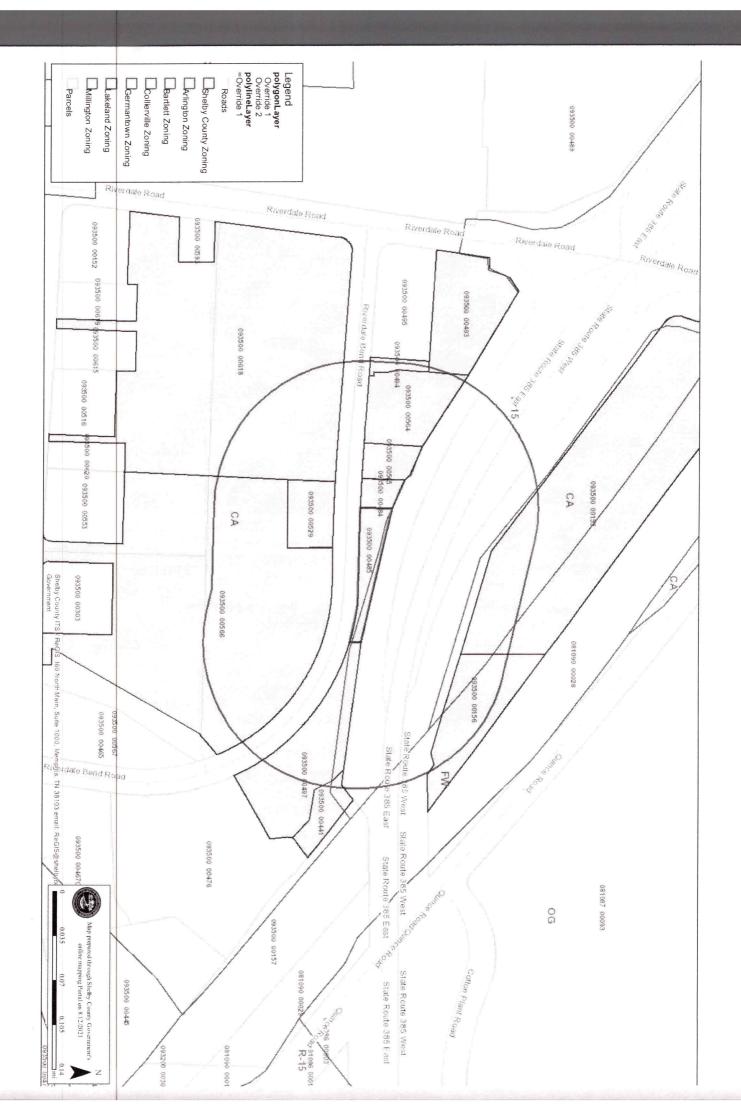
Subscribed and sworn to before MANAGATES TENNESSEE NOTARY

STATE
OF
TENNESSEE
NOTARY TENNESSEE NOT Expires:

My commission expires 10 before me this 12 day of the first and swom to before me this 12 day of the first and the	Owner Applicant or Ropresentative	State of Teachers  The season of the season
		Special Use Perms Zonling District Map Action Francis Dovocament Street Spring Country and District Map Action Map Amendment Street Spring Country Board Spring Spr



WY COMMISSION EXPRES  SPACE HELD FOR PLANNING CERTIFICATE.	EMPROPORT CERTIFICATE  INCREMENTATION AND THE STANDARD PRICE OF THE STANDARD STANDAR
	FOREST BIOLOGICAL PROPERTY OF SECTION 1991.    Commission of the c
#O RIVERDIALE BEND ROAD  #MORENESSEE  NAMERIC PS NA ACCEVED OS NA ACCEVE	SITE VICINITY MAP



Re: MJR 22-013

Prentiss mitchell <mimllcmemphis@gmail.com>

Tue 5/3/2022 5:17 PM

To: Thomas, Seth <Seth.Thomas@memphistn.gov>

**CAUTION:** This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Seth,

Thank you. My request to appeal stands.

On Tue, May 3, 2022 at 4:55 PM Thomas, **Seth** < <u>Seth.Thomas@memphistn.gov</u>> wrote: Good afternoon,

Attached is a letter to applicant alerting you of this cases rejection at the April 14 Land Use Control Board meeting.

This case will be forwarded to City Council after the budgeting season.

Best Regards,



### **Seth Thomas**

Municipal Planner Land Use and Development Services Division of Planning and Development 125 N. Main, Ste. 477 Memphis, TN 38103

Phone: 901-636-6619

Email: seth.thomas@memphistn.gov



Visit our website



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

May 3, 2022

P.O. 488 Horn Lake, MS 38637

Sent via electronic mail to: mimllcmemphis@gmail.com

**Gurley Winchester Road PD** 

Case Number: MJR 22-013 (PD82-032 CORRESPONDENCE)

LUCB Decision: Rejection

Dear applicant,

On Thursday, January 14, 2022, the Memphis and Shelby County Land Use Control Board *rejected* your planned development major modification application to change the approved uses from Office General (OG) to Commercial Mixed Use -3 (CMU-3) for the purpose of erecting an off-premise sign.

If you have questions regarding this matter, please feel free to contact me at (901) 636-6619 or via email at seth.thomas@memphistn.gov.

Respectfully,

**Seth Thomas** 

Municipal Planner

Land Use and Development Services
Division of Planning and Development

chilan

Cc:

File

## Letter to Applicant MJR 22-013

### **Outline Plan Conditions – Revisions**

New language is indicated in **bold**, **underline**; deleted language is indicated in **bold** strikethrough.

- 1. Uses Permitted
  - A. Area A: (4.9 acres) Uses permitted by right or by administrative site plan review in the C-L Local Commercial District, including the retail sale of automotive fuels and lubricants, provided no retail shop shall exceed 20,000 square feet of floor area.
  - B. Areas B and C (4.7 acres) Uses permitted by right or by administrative site plan review in the General Office District Commercial Mixed Use 3 (CMU-3) District and the following additional uses:
    - 1. Day Care Center
    - 2. Bakery, retail
    - 3. Catering Establishment
    - 4. Cleaning establishment and pick up station
    - 5. General Service and repair shops
    - 6. Greenhouse or nursery
    - 7. Laboratories
    - 8. Lawn, tree, or garden service
    - 9. Music of Dance academy
    - 10. Personal Service establishment
    - 11. Photofinishing and pick up station
    - 12. Plumbing shop (indoor)
    - 13. Processing and manufacturer incidental to retail establishments
    - 14. Business services
    - 15. Contractors storage (indoor)
    - 16. Post office
    - 17. Telephone Service Center
    - 18. Warehouse and wholesale display when at least a third of the building is used for the office space of the representative of the product or merchandise being stored or displayed
    - 19. Print shop

### **Letter to Applicant** MJR 22-013

- 19. Prime array.
- C. The following additional uses may be applied for as special use permits under Sections 8 and 9 of the Zening Ordinance-Regulations in Areas 8 and C.
  - Commercial outdoor anusement
  - 2. Communication, radio or television lowers 3. Undertailing establishments

  - 1. Mini-warehouses

### 11. Bulk Regulations

- A. The bulk regulations of the 0-G District shall apply in Areas A, B and C except as noted below
- B. Height: No structure shall exceed 35 feet in height.
- C. The minimum building setbacks for all percels from either public or private streets shall be 42 feet, except when no parking is provided in the required setback and the setback area is landscaped, the minimum setback may be reduced to 30 feet.
- D. The minimum building setbeck from the east property line shall be established in argumence with Condition II.C. above plus an additional 36 feet to provide adequate reservation for a non-residential collector street along the east property line.

### III. Circulation, Access and Parking

- A. Winchester Road shall be dedicated and improved 57 feet from the proposed centerline as established by the County Engineer.
- B. An internal collector street as shown on the outline plan shall be dedicated and improved to a 68 foot wide street.
- C. The design, location and number of curb cuts along any internel dedicated street shall be subject to the approval of the County Engineer, and so curb cut shall be permitted within 20 feet of the point of curvature of intersecting streets.
- D. No more than two curb cuts shall be permitted to Minchesler Road. The exact design and location shall be subject to the approval of the County Engineer.
  Access for a public or private street at the east properly line may also be
- E. Additional internal access may be provided by either public or private streets subject to the following standards:
  - 1. Public streets shall be dedicated and improved as 68 foot wide collector streets.
  - 2. Private streets shall have a minimum parement width of 36 feet and constructed to City and County stands ds for a non-residential street.
  - A private street may be maintained within a 68 foot wide area reserved for a future dedicated non-residential collector street.
- F. Parking spaces and leading areas shall be provided in accordance with Section 28 of the Zoning Ordinance-Regulations.

#### 1V. Landscaping and Screening

- A. At least five (5%) per cent of any parking area shall be landscaped with grass, trees and shrubs.
- B. A 15 foot wide landscape screen (Plate F) or an equivalent approved by the Office of Planning and Development shall be provided along Winchester Road.
- C. All outdoor storage or display areas shall be screened from view from adjoining properties and public rights-of-way. Said screening shall be subject to the approval of the Office of Planning and Development.

### V. Drainage and Grading

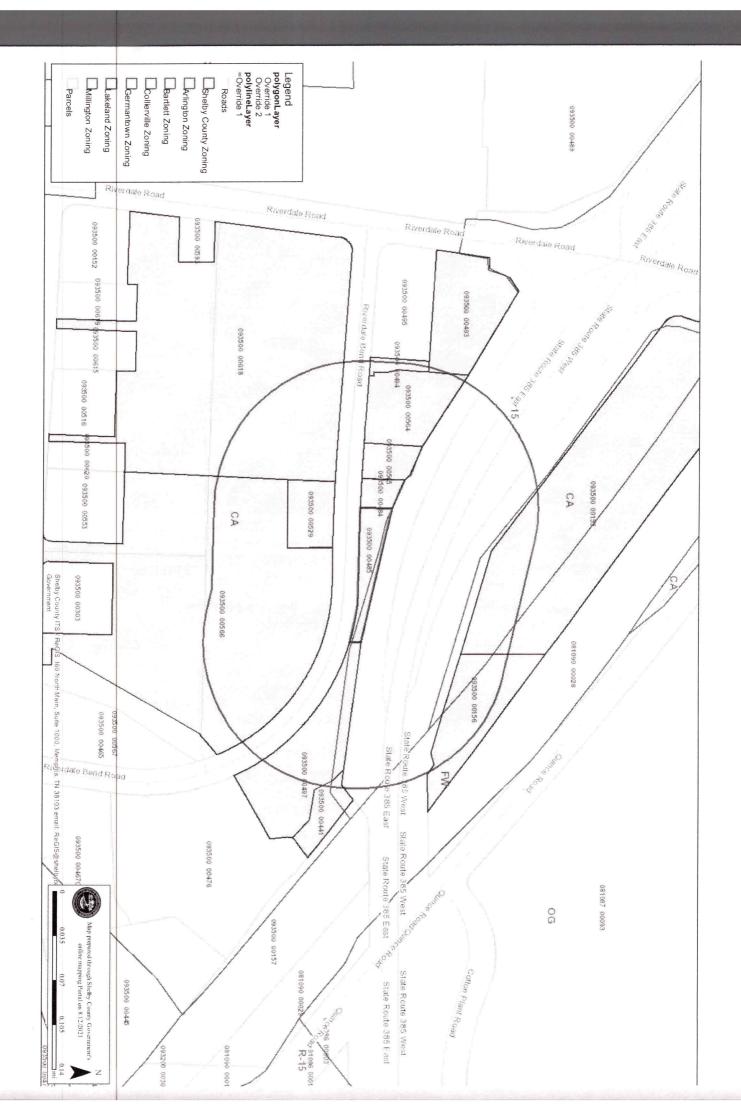
- All drainage and grading plans and improvements are subject to the approval
  of the County Engineer and the City Division of Public Works.
- B. The use of any land within the Flood Plain or Floodway Districts is subject to the provisions of Sections 25 and 26 respectively of the Zoning Ordinance.

#### VI. Signs

- A. Attached on premise signs located on a wall of a building or within 18 inches thereof, and which do not extend above or beyond the wall of said building shall not be limited in size. However, no building shall have more than five attached signs.
- B. Detached On-Premise Signs
  - Detached signs shall be regulated in accordance with the C-L District regulations with the following exceptions:
    - No more than two free standing signs may be erected along Winchester Road.
    - A 15 foot setback from any public right-of-way or private street shall be required.
    - c. No individual sign may exceed 100 square feet in area.

### VII. Site Plan Approval

- A. Prior to or concurrent with the submittal of a final plan(s) the applicant shall submit to the Office of Planning and Development a site plan consistent with Section 14.H.2 of the Zoning Ordinance and any items specified below. No final plan shall be approved for this site prior to the approval by the Land Use Control Board of the site plan. The staff shall recommend to the Land Use Control Board the approval, with modifications or rejection based upon the following guidelines:
- The site plan shall be consistent with the outline (lan conditions.
  - The site plan shall provide a complex of buildings, a complex having access to a dedicated street, or a subdivision lot in accordance with the Memphis and Shelby County Subdivision Regulations.
  - The site plan shall show general internal readway network including both dedicated and private streets, the design capacities, and circulation capability both within and to adjacent properties.
  - 4. Deviations to settacks, landscaping, lighting, signs and other design standards or requirements may be made by the Board if the Board finds that the modification is substantially in conformance with the intent of the requirement and is a more suitable design alternative.
- The site plan shall be submitted a minimum of 15 working days prior to the Land Use Control Board meeting.
- WIII. In addition to all Outline Flan conditions, the final plan shall contain:
  - A. Standard Subdivision Contract.
  - B. The exact location and dimensions of all structures or buildable areas. lighting standards, driveways, streets, parking and loading areas.
  - C. The location of all fire hydrants as approved by the Courty Fire Department.
  - D. Statements from the owner and mortgagee, if any, agreeing to be bound by the conditions of the Outline Plan.
  - E. Provisions for maintenance of any private drive or any common element, iscluding severs and drainage, by a property owners association.
  - F. A cross-section of any required landscape screen.



SHELBY COUNTY 160 N MAIN ST # MEMPHIS TN 38103

H & L LLC

SHELBY COUNTY 160 N MAIN ST # MEMPHIS TN 38103

NEW DEVELOPMENT LLC 3264 W SARAZENS CIR # MEMPHIS TN 38125

WRING REAL ESTATE LLC 5524 RIVERDALE RD # MEMPHIS TN 38141

FOREST BEND PROPERTIES LLC 9200 FOREST BEND CT # GERMANTOWN TN 38138

MIM LLC PO BOX 488 HORN LAKE MS 38637

JMK5 WINCHESTER LLC 308 W PARKWOOD AVE #104A FRIENDSWOOD TX 77546

RIVERDALE CENTER INVESTORS LLC 1825 MAIN ST # WESTON FL 33326

TERRAPIN MEMPHIS INVESTMENTS LLC 7060 RIVERDALE RD MEMPHIS TN 38125

### CITY OF MEMPHIS COUNCIL AGENDA CHECK OFF SHEET

ONE ORIGINAL   ONLY STAPLED   TO DOCUMENTS	<u>Plannir</u>	ng & Zonin	g_COMMITTEE:	9 August 2022 DATE	Planning & Development DIVISION
		PU	BLIC HEARING:	9 August 2022 DATE	
ITEM ( <i>CHECK ONE</i> ) <u>X</u> Ordinance	RESOLUT	ION	X REQUEST FOR		JG
ITEM CAPTION:	Zoning ordina adopted on Aucode, to autho	nce amendagust 10, 20 rize a zonin	ing Ordinance No. 53 110, as amended, kno g district change for t	367 of the Code of own as the Memph he three parcels be	f Ordinances, City of Memphis, Tennessee, is and Shelby County Unified Development tween 2500 Kate Bond Rd. and Interstate 40 Mixed Use – 2 district, known as case number
CASE NUMBER:	Z 22-3				
LOCATION:	The three parc	els between	2500 Kate Bond Rd.	and Interstate 40	
COUNCIL DISTRICTS:	District 1 and	Super Distr	ict 9		
OWNER:	TI Properties,	LLC			
APPLICANT:	Quan Poole				
REQUEST:	Change zoning	g to Comme	ercial Mixed Use – 2 (	(CMU-2)	
RECOMMENDATION:			and Development rec ard recommended:	ommended:	Approval Approval
PRIOR ACTION ON ITEM	=======	Second rea	r first reading – <u>12 Ju</u> ding – <u>26 July 2022</u> ing – <u>9 August 2022</u>	<u> </u>	
(1)			PROVAL - (1) APPR	OVED (2) DENIE	D
9 June 2022 (1) Land Use Control Board		OR	TE GANIZATION - (1) GOV'T. ENTITY (3)		
FUNDING: (2) \$ \$ SOURCE AND AMOUNT O	OF FUNDS	RE AM RE OP CII	QUIRES CITY EXPI IOUNT OF EXPEND VENUE TO BE REC ERATING BUDGET PROJECT #	ENDITURE - (1) Y DITURE EIVED	
<u>\$</u>			DERAL/STATE/OTH	1EK 	
ADMINISTRATIVE APPRO	OVAL:		<u>DATE</u>	PRINCIPAL PL DEPUTY ADM ADMINISTRAT	INISTRATOR FOR
				DIRECTOR (JO	INT APPROVAL)
				COMPTROLLE	R
				FINANCE DIRE	ECTOR
				CITY ATTORN	EY
				CHIEF ADMIN	ISTRATIVE OFFICER
i e				COMMITTEE (	CHAIRMAN



### Memphis City Council Summary Sheet

### Z 22-3

ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF THE CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING DISTRICT CHANGE FOR THE THREE PARCELS BETWEEN 2500 KATE BOND RD. AND INTERSTATE 40 FROM THE RESIDENTIAL SINGLE-FAMILY – 8 DISTRICT TO THE COMMERCIAL MIXED USE – 2 DISTRICT, KNOWN AS CASE NUMBER Z 22-3

- Approval of this zoning district reclassification will be reflected on the Memphis and Shelby County Zoning Atlas; and
- No contracts are affected by this item; and
- No expenditure of funds/budget amendments are required by this item.

### LAND USE CONTROL BOARD RECOMMENDATION

At its regular meeting on *Thursday 9 June 2022*, the Memphis and Shelby County Land Use Control Board held a public hearing on the following application:

CASE NUMBER: Z 22-3

**LOCATION:** The three parcels between 2500 Kate Bond Rd. and Interstate 40

**COUNCIL DISTRICT:** District 1 and Super District 9

OWNER: TI Properties, LLC

APPLICANT: Quan Poole

**REQUEST:** Change zoning to Commercial Mixed Use – 2 (CMU-2)

AREA: 8.8 acres

**EXISTING ZONING:** Residential Single-Family – 8 (R-8)

The following spoke in support of the application: None

The following spoke in opposition of the application: None

The Land Use Control Board reviewed the application and the staff report. A motion was made and seconded to recommend approval of the application.

The motion <u>passed</u> by a unanimous vote of 8-0 on the consent agenda.

<b>ORDINANCE NO:</b>	
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ZONING ORDINANCE AMENDING ORDINANCE NO. 5367 OF THE CODE OF ORDINANCES, CITY OF MEMPHIS, TENNESSEE, ADOPTED ON AUGUST 10, 2010, AS AMENDED, KNOWN AS THE MEMPHIS AND SHELBY COUNTY UNIFIED DEVELOPMENT CODE, TO AUTHORIZE A ZONING DISTRICT CHANGE FOR THE THREE PARCELS BETWEEN 2500 KATE BOND RD. AND INTERSTATE 40 FROM THE RESIDENTIAL SINGLE-FAMILY – 8 DISTRICT TO THE COMMERCIAL MIXED USE – 2 DISTRICT, KNOWN AS CASE NUMBER Z 22-3

WHEREAS, a proposed amendment to the Memphis and Shelby County Unified Development Code, being Ordinance No. 5367 of the Code of Ordinances, City of Memphis, Tennessee, as amended, has been submitted to the Memphis and Shelby County Land Use Control Board for its recommendation, designated as Case Number: Z 22-3; and

WHEREAS, the Memphis and Shelby County Land Use Control Board has filed its recommendation and the Division of Planning and Development has filed its report and recommendation with the Council of the City of Memphis; and

WHEREAS, the Council of the City of Memphis has reviewed the aforementioned amendment pursuant to Tennessee Code Annotated Section 13-4-202(B)(2)(B)(iii) and has determined that said amendment is consistent with the Memphis 3.0 General Plan; and

**WHEREAS**, the provisions of the Code of Ordinances, City of Memphis, Tennessee, as amended, relating to the proposed amendment, have been complied with.

NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF MEMPHIS:

### **SECTION 1:**

**THAT**, the Memphis and Shelby County Unified Development Code, Ordinance No. 5367 of the Code of Ordinances, City of Memphis, as amended, be and the same hereby is amended with respect to Use Districts, as follows:

BY TAKING THE FOLLOWING PROPERTY OUT OF THE RESIDENTIAL SINGLE-FAMILY – 8 (R-8) USE DISTRICT AND INCLUDING IT IN THE COMMERCIAL MIXED USE – 2 (CMU-2) USE DISTRICT.

The following property located in the City of Memphis, Tennessee being more particularly described as follows:

The three parcels between 2500 Kate Bond Rd. and Interstate 40, comprising Area B of the Kate Bond Planned Development.

#### **SECTION 2:**

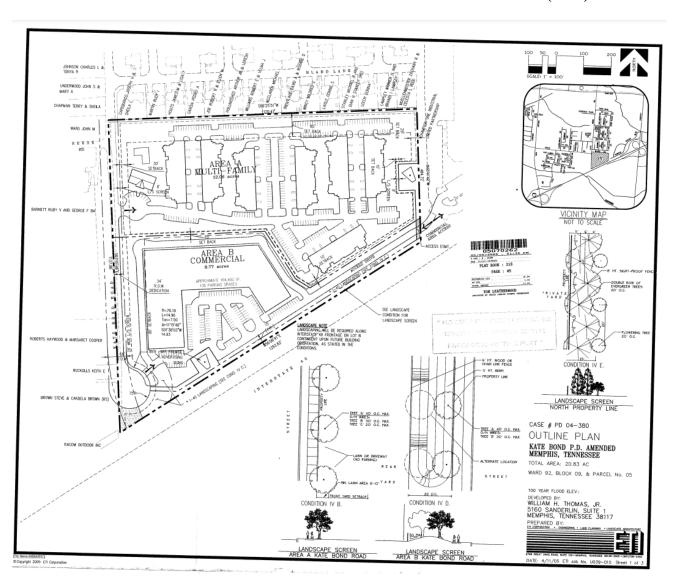
**THAT,** the Zoning Administrator of the Division of Planning and Development be, and is hereby

directed to make the necessary changes in the Official Use District Maps to conform to the changes herein made; that all official maps and records of the Memphis and Shelby County Land Use Control Board and the City of Memphis be, and they hereby are, amended and changed so as to show the aforementioned amendment of the said Zoning Ordinance.

### **SECTION 3:**

**THAT**, this ordinance take effect from and after the date it shall have been passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the comptroller, and become effective as otherwise provided by law.

PD 04-380 - KATE BOND PLANNED DEVELOPMENT - OUTLINE PLAN (2005)



The subject land comprises Area B of the Kate Bond Planned Development.

Unless this PD is revoked, subject to Land Use Control Board approval, the underlying zoning designation has no effect on local land use regulation.

ATTEST:

Division of Planning and Development

- Land Use and Development Services

- Construction Enforcement CC:

- **Shelby County Assessor**

# dpd STAFF REPORT

AGENDA ITEM: 8

CASE NUMBER: Z 22-3 L.U.C.B. MEETING: 9 June 2022

**LOCATION:** The three parcels between 2500 Kate Bond Rd. and Interstate 40

**COUNCIL DISTRICT:** District 1 and Super District 9

**OWNER:** TI Properties, LLC

APPLICANT: Quan Poole

**REQUEST:** Change zoning to Commercial Mixed Use – 2 (CMU-2)

AREA: 8.8 acres

**EXISTING ZONING:** Residential Single-Family – 8 (R-8)

### **CONCLUSIONS (p. 12)**

- 1. The applicant has requested the rezoning of three parcels with a total area of approximately 8.8 acres from Residential Single-Family 8 to Commercial Mixed Use 2.
- 2. The subject land comprises Area B of the Kate Bond Planned Development. Area B allows certain commercial uses, as well as two existing billboards. Unless this PD is revoked, subject to Land Use Control Board approval, the underlying zoning designation has no effect on local land use regulation.
- 3. Unlike Memphis and Shelby County, the State does not recognize Planned Developments as a legitimate form of rezoning for the purposes of allowing billboards. The applicant thus seeks a change to the underlying zoning classification to satisfy state standards. (That said, staff notes that the requested CMU-2 district does not allow billboards.)
- 4. Staff finds that this request will have no impact on local land use standards and is consistent with the Memphis 3.0 Comprehensive Plan.

### **CONSISTENCY WITH MEMPHIS 3.0 (pp. 14-17)**

According to the Dept. of Comprehensive Planning, this request is *consistent* with the Memphis 3.0 Comprehensive Plan.

### **RECOMMENDATION (p. 12)**

**Approval** 

Staff Writer: Brett Davis Email: brett.davis@memphistn.gov

Staff Report 9 June 2022 Z 22-3 Page 2

### **GENERAL INFORMATION**

**Street Frontage:** Interstate 40 (Interstate) 1294 linear feet

Kate Bond Rd. (local street) 709 linear feet

Zoning Atlas Page: 1850 and 1855

**Parcel ID:** 092009 00006, 092009 00007, and 092009 00009

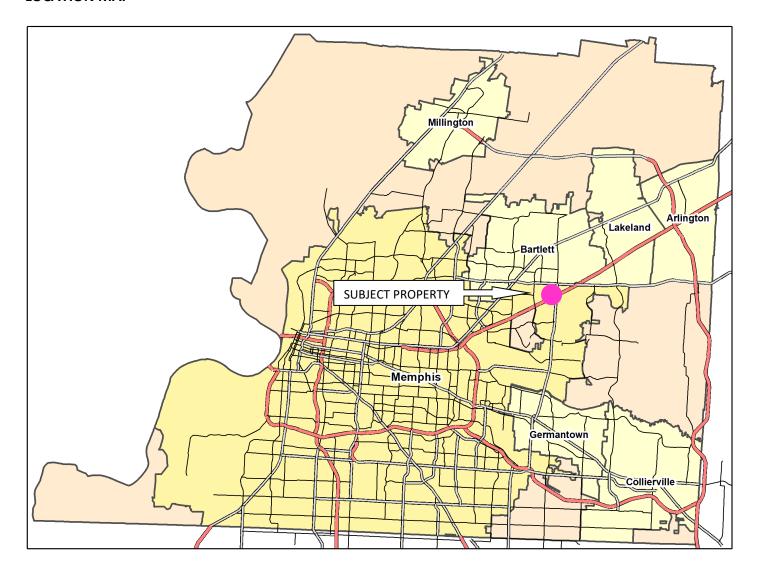
### **NEIGHBORHOOD MEETING**

A neighborhood meeting was not conducted. This is acceptable under Paragraph 9.3.2A(1).

### **PUBLIC NOTICE**

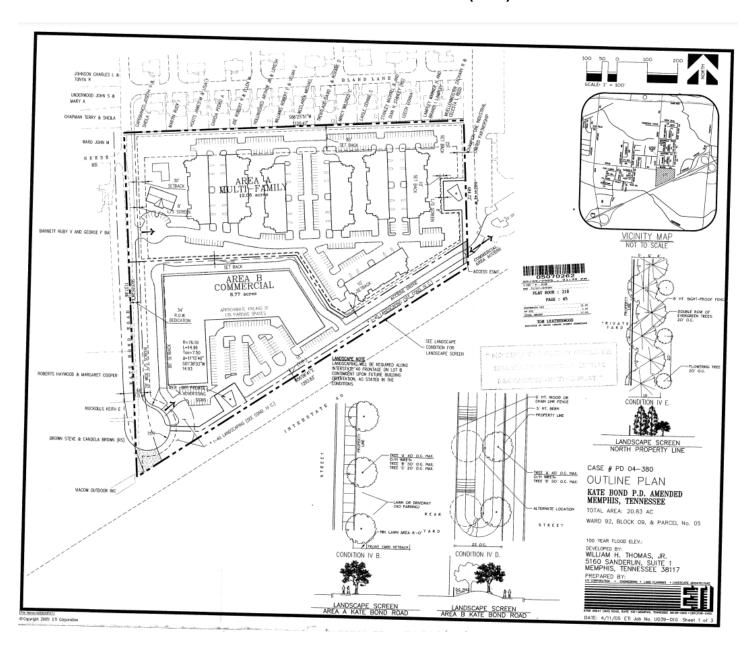
In accordance with Sub-Section 9.3.4A of the Unified Development Code, notice of public hearing is required to be mailed and posted. 70 letters were mailed on 28 April 2022, and three signs posted at the subject property. The sign affidavit has been added to this report.

### **LOCATION MAP**



Subject land located in Wolfchase neighborhood

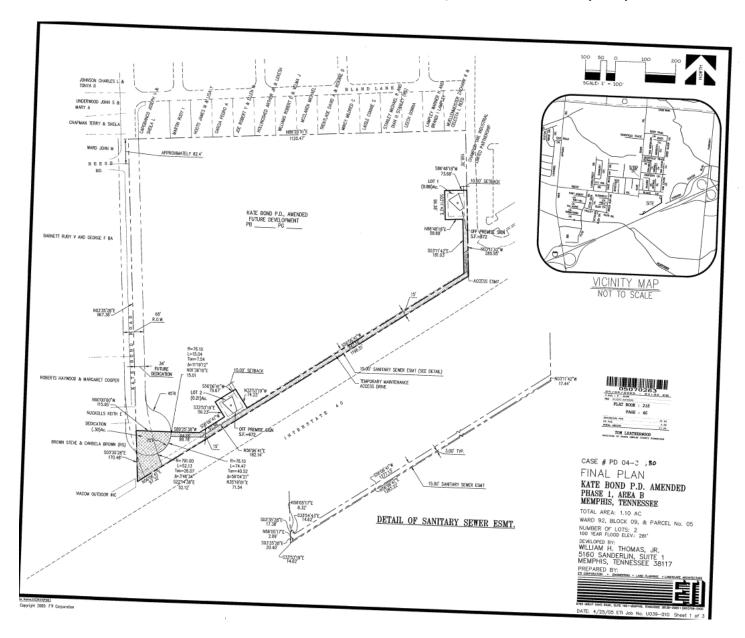
### PD 04-380 - KATE BOND PLANNED DEVELOPMENT - OUTLINE PLAN (2005)



The subject land comprises Area B of the Kate Bond Planned Development.

Unless this PD is revoked, subject to Land Use Control Board approval, the underlying zoning designation has no effect on local land use regulation.

### PD 04-380 - KATE BOND PLANNED DEVELOPMENT - FINAL PLAN, PHASE 1 OF AREA B (2005)



Phase 1 of Area B consists of two lots, each of which contains a billboard. Each lot corresponds to a subject parcel. The third subject parcel corresponds to the remaining land within Area B, which is not within a final plan.

### **SATELLITE PHOTO WITH ZONING**



**Existing Zoning:** Residential Single-Family – 8 within PD 04-380

### **Surrounding Zoning**

**North:** Residential Single-Family – 8 within PD 04-380

East: Conservation Agriculture within PD 87-339CC

**South:** Residential Single-Family – 15

**West:** Residential Single-Family – 6 and Conservation Agriculture

### **LAND USE MAP**



- COMMON AREA LAND
- SINGLE-FAMILY
- MULTI-FAMILY
- INSTITUTIONAL
- COMMERCIAL
- OFFICE
- INDUSTRIAL
- PARKING
- RECREATION/OPEN SPACE
- VACANT

### **SITE PHOTOS**



A view of the site looking north down Kate Bond

Staff Report 9 June 2022 Z 22-3 Page 9



A view of the site, including one of the subject billboards

Staff Report 9 June 2022 Z 22-3 Page 10



A view of the other of the subject billboards, as seen from the adjacent multifamily residential development

### **STAFF ANALYSIS**

# **Request**

The applicant has requested the rezoning of three parcels with a total area of approximately 8.8 acres from Residential Single-Family – 8 to Commercial Mixed Use – 2.

The application form and letter of intent have been included in this report.

# **Review Criteria**

Staff *agrees* the review criteria as set out in Sub-Section 9.5.7B of the Unified Development Code are met.

### 9.5.7B Review Criteria

In making recommendations, the Land Use Control Board shall consider the following matters:

9.5.7B(1)	Consistency with any plans to be considered (see Chapter 1.9);
9.5.7B(2)	Compatibility with the present zoning (including any residential corridor overlay district) and
	conforming uses of nearby property and with the character of the neighborhood;
9.5.7B(3)	Suitability of the subject property for uses permitted by the current versus the proposed district;
9.5.7B(4)	Whether the proposed change tends to improve the balance of uses, or meets a specific demand
	in the City or County; and

9.5.7B(5) The availability of adequate police services, fire services, school, road, park, wastewater treatment, water supply and stormwater drainage facilities for the proposed zoning.

### **Site Description**

The three subject parcels comprise Area B of the Kate Bond Planned Development. Two of the parcels are lots and contain billboards. The third is vacant and not within a final plan. The land has frontage on both Kate Bond Rd. and Interstate 40.

# **Site Zoning History**

In 1992, the Memphis City Council rezoned the subject land from Conservation Agriculture to Residential Single-Family – 8.

In 2004, the Memphis City Council approved a special use permit for a planned development (PD 04-345) that allowed commercial uses on the subject land, but not billboards.

In 2005, the Memphis City Council approved a planned development amendment (PD 04-380) to allow two billboards on the subject land.

### **Conclusions**

The applicant has requested the rezoning of three parcels with a total area of approximately 8.8 acres from Residential Single-Family - 8 to Commercial Mixed Use - 2.

The subject land comprises Area B of the Kate Bond Planned Development. Area B allows certain commercial uses, as well as two existing billboards. Unless this PD is revoked, subject to Land Use Control Board approval, the underlying zoning designation has no effect on local land use regulation.

Unlike Memphis and Shelby County, the State does not recognize Planned Developments as a legitimate form of rezoning for the purposes of allowing billboards. The applicant thus seeks a change to the underlying zoning classification to satisfy state standards. (That said, staff notes that the requested CMU-2 district does not allow billboards.)

Staff finds that this request will have no impact on local land use standards and is consistent with the Memphis 3.0 Comprehensive Plan.

### **RECOMMENDATION**

Staff recommends approval.

### **DEPARTMENTAL COMMENTS**

The following comments were provided by agencies to which this application was referred:

# **City Engineer:**

1. Standard Subdivision Contract or Right-Of-Way Permit as required in Section 5.5.5 of the Unified Development Code.

# **Sewers:**

- 2. The availability of City sanitary sewer is unknown at this time. Once the developer has submitted proposed sewer discharge rates to the City's Sewer Design Dept., a determination can be made as to available sewer capacity.
- 3. This site is located in the Fletcher Creek Sewer Basin. The developer will have to apply for a sewer connection permit letter from the Director of Public Works. If approved, the developer will likely have to install an on-site storage tank with off-peak discharge capabilities.

# **Dept. of Comprehensive Planning:**

This review is based on the Future Land Use and Existing and Adjacent Land Use and Zoning. Comments on billboard are not included in this review.

# Parcel ID: 092009 00009:

Land Use Designation (see page 102 for details): Low Intensity Commercial & Services (CSL)

Based on the future, existing and adjacent land use planning map, the proposal is <u>CONSISTENT</u> with the Memphis 3.0 Comprehensive Plan.

The following information about the land use designation can be found on pages 76 - 122:

# 1. Future Land Use Planning Map:



The red box indicates the application sites on the Future Land Use Map.

# Land Use Description & Applicability:

Low Intensity Commercial and Service areas consist of low-rise buildings accessible mainly by a car and can encompass up to 5 acres of land for one building. These service areas are outside of the anchor boundary and are usually located along a corridor or within its own area of multiple commercial and service amenities.

## "CSL" Goals/Objectives:

Improved development patterns along auto-oriented commercial corridors, revitalization

# "CSL" Form & Location Characteristics:

Commercial and services uses 1-4 stories height

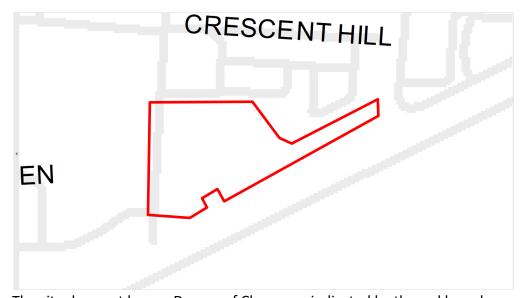
The applicant is seeking for a rezoning from R-8 Residential District to the CMU-2 Commercial District to modify the conditions of zoning pertaining to the Properties.

The request meets the criteria of CSL as the proposed use would be Commercial, which is included under Low Intensity Commercial & Services functions. The parcel is situated along a state route where a commercial development would be suitable for auto oriented uses. Therefore, the proposal is consistent for this parcel.

# **Existing, Adjacent Land Use and Zoning:**

The subject site is surrounded by the following land uses: Industrial, Commercial, Single-family and Multifamily Residential uses. The subject site is surrounded by the following zoning districts: OG, CMU-1, EMP and CA. This requested land use is compatible with these adjacent land uses and zoning districts because existing land use surrounding the parcel is similar in nature to the requested use.

# 2. Degree of Change Map:



The site does not have a Degree of Change as indicated by the red box above.

# 3. Degree of Change Descriptions

N/A

# Parcel ID: 092009 00006, 092009 00007

Land Use Designation (see page 86 for details): Primarily Single-Unit Neighborhood (NS)

Based on the existing and adjacent land use planning map, the proposal is <u>CONSISTENT</u> with the Memphis 3.0 Comprehensive Plan.

The following information about the land use designation can be found on pages 76 - 122:

# 4. Future Land Use Planning Map:





The red box indicates the application sites on the Future Land Use Map.

# 5. Land Use Description & Applicability:

Primarily Single-Unit Neighborhoods (NS) are located greater than a half mile outside of any anchor destination. These neighborhoods contain mostly detached, house scale residences, serving mostly single-family style living. This is considered the typical suburban community that is not as walkable or accessible from an anchor. See graphic portrayal to the right.



# "NS" Goals/Objectives:

Preservation/maintenance of existing single-family housing stock and neighborhoods

## "NS" Form & Location Characteristics:

Primarily detached, house-scale buildings. Primarily residential and 1-3 stories. Located beyond 1/2 mile from a Community Anchor.

The applicant is seeking for a rezoning from R-8 Residential District to the CMU-2 Commercial District to modify the conditions of zoning pertaining to the Properties.

The request does not meet the criteria of NS as the proposed use would be Commercial, which is not included under Primarily Single-Unit Neighborhood functions. However, the parcel is situated along a state route where a commercial development would be more suitable than Residential due to noise and accessibility. The new development would not disrupt the current characteristic of the area because the location. Therefore, the proposal is consistent.

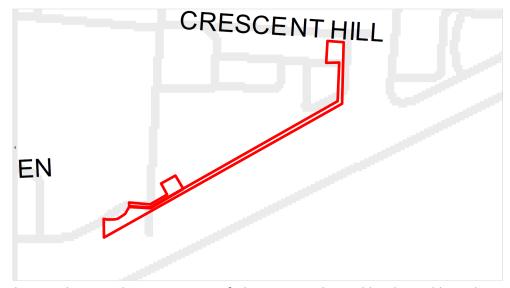
# 6. Existing, Adjacent Land Use and Zoning:

The subject site is surrounded by the following land uses: Commercial and Single-family, Multifamily Residential uses. The subject site is surrounded by the following zoning districts: EMP, CA, OG and CMU-1.

This requested land use is compatible with the adjacent land uses and zoning districts because existing land use

surrounding the parcel is similar in nature to the requested use.

# 7. Degree of Change Map:



The site does not have a Degree of Change as indicated by the red box above.

# 8. Degree of Change Descriptions

N/A

Based on the information provided, the proposal is <u>CONSISTENT</u> with the Memphis 3.0 Comprehensive Plan. Summary Compiled by: Romana Haque Suravi, Comprehensive Planning

### **APPLICATION FORM**



# MEMPHIS AND SHELBY COUNTY

# Record Summary for Rezoning

Record Detail Information

Record Type: Rezoning Record Status: Pending

Opened Date: April 1, 2022

Record Number: Z 2022-003 Expiration Date:

Record Name: Kate Bond Re-zone

Description of Work: To re-zone the underlying base zoning of three properties currently within a PD. PD

restrictions to remain in place.

Parent Record Number:

Address: 2412 KATE BOND RD, MEMPHIS 38133

Owner Information

Primary Owner Name Owner Address Owner Phone
Yes TI PROPERTIES LLC 1201 Demonbreun Street, Nashville, TN 37203 (615) 429-2145

Parcel Information

Parcel No:

092009 00006

Contact Information

Name Organization Name Contact Type Phone
Quan Poole Applicant (615)
850-8496

Suffix:

Address

511 union street, suite 2700, nashville, TN 37219

Page 1 of 3 Z 2022-003

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### Fee Information

Invoice # 1373500	Fee Item Non-Residential Rezoning - 5 acres or less	Quantity 1	Fees 1,000.00	Status INVOICED	Balance 0.00	Date Assessed 04/06/2022	Unit	Fee Code PLNGREZON E02
1373500	Non-Residential Rezoning - each additional acre or fraction above 5	4	400.00	INVOICED	0.00	04/06/2022	Acres	PLNGREZON E04
1373500	Credit Card Use Fee (.026 x fee)	1	36.40	INVOICED	0.00	04/06/2022		PLNGREZON E09

Total Fee Invoiced: \$1,436.40 Total Balance: \$0.00

# Payment Information

Payment Amount Method of Payment \$1,436.40 Credit Card

#### Data Fields

### PREAPPLICATION MEETING

Name of DPD Planner Lucas Skinner

Date of Meeting 03/28/2022

## GENERAL INFORMATION

Is this application in response to a citation from No Construction Code Enforcement or Zoning Letter?

Have you held a neighborhood meeting? No

If yes, please provide additional information -

### GIS INFORMATION

Zoning

Central Business Improvement District No

Case Layer 
Class 
Downtown Fire District No

Historic District 
Land Use 
Municipality 
Overlay/Special Purpose District -

Page 2 of 3 Z 2022-003

Staff Report 9 June 2022 Z 22-3 Page 20

State Route -

Lot -

Subdivision -

Planned Development District -

Wellhead Protection Overlay District -

Data Tables

ADDRESS AND PARCEL LIST

Property Parcel Number: 092009 0006

Property Parcel Number: 092009 0007

Property Parcel Number: 0920009 0009

Page 3 of 3 Z 2022-003

#### LETTER OF INTENT



Waller Lansden Dortch & Davis, LLP 511 Union Street, Suite 2700 P.O. Box 198966 Nashville, TN 37219-8966

615.244.6380 main 615.244.6804 fax wallerlaw.com

Quantavius Poole 615.850.8496 direct Quan.Poole@wallerlaw.com

April 5, 2022

City of Memphis and Shelby County Division of Planning and Development 125 North Main Street, 4th Floor Memphis, TN 38103

> Re: Letter of Intent for Re-zoning Application for Property Located at o Kate Bond Road, Memphis, Tennessee.

Dear Planning Department:

Waller Lansden Dortch & Davis, LLP, LLC (the "Applicant") on behalf of T.I. Properties, LLC (the "Owner") requests a Rezoning of the approximately 8.77 acres located at o Kate Bond Road (Parcel Identification Numbers 092-009-00006, 092-009-00007, and 092-009-00009) (the Properties) from the R-8 Residential District to the CMU-2 Commercial District to modify the conditions of zoning pertaining to the Properties.

The Properties are a part of the Kate Bond Planned Development (PD) approved in 2005. The Kate Bond PD has been partially built out, but the land to be re-zone ("Area B") remains vacant. All conditions of the approved and existing PD will remain the same and all restrictions previously imposed by the PD will remain intact. The City will continue to enjoy the same control of development on this site post re-zoning. This re-zone request is purely an administrative request to ensure compliance with the Tennessee Department of Transportation (TDOT) rules and regulations pertaining to billboards. All land use restrictions are to remain the same. The Properties have been designated as Low Intensity Commercial & Service (CSL) according to Memphis 3.0 which makes the proposed re-zone application consistent with the land use policy adopted for the Properties.

For these reasons and because the requested re-zoning is consistent with the factors established in City of Memphis Zoning Ordinance, the Applicant respectfully asks the Planning Department and City Council approve the re-zoning as requested.

Verv truly yours.

Quantavius Poole

4885-8208-0794.2

# **SIGN AFFIDAVIT**

AFFIDAVIT
Shelby County
State of Tennessee
I, SKIP MILLER , being duly swom, depose and say that at 1.09 amtem on the 245 day of MAY , 2021, I posted 3 Public Notice Sign(s) pertaining to Case No. 222-3 at
Owner, Applicant or Representative  June 2, 2022  Date
Subscribed and sworn to before me this 2 day of Jane , 2021.  Notary Public  My commission expires: 2725 120 25

### **OWNER'S AFFIDAVIT**



City Hall - 125 N. Main Street, Suite 468 - Memphis, Tennessee 38103 - (901) 636-6619

# Property Owner's Affidavit

Memphis and Shelby County Unified Development Code Section 12.3.1

OWNER: Includes the holder of legal title as well as holders of any equitable interest, such as trust beneficiaries, contract purchasers, option holders, lessees under leases having an unexpired term of at least ten years, and the like. Whenever a statement of ownership is required by the Memphis and Shelby County Unified Development Code, full disclosure of all legal and equitable interest in the property is required. Memphis and Shelby County Unified Development Code Section 12.3.1.

bevelopment dode Section 12.5.1.
I, Michael E. Collins, state that I have read the definition of "Owner" as outlined in the Memphis and Shelby County Unified Development Code Section 12.3.1 and hereby state that (select applicable box):
I am the owner of record as shown on the current tax rolls of the county Assessor of Property; the mortgage holder of record as shown in the mortgage records of the county Register of Deeds; purchaser under a land contract; a mortgagee or vendee in possession; or I have a freehold or lesser estate in the premises
I have charge, care or control of the premises as trustee, agent, executor, administrator, assignee, receiver, guardian or lessee (and have included documentation with this affidavit)
of the property located at O kake Bond Rd, Memphis, TN
of the property located at 0 kake Bond Rd, Memphis, TN and further identified by Assessor's Parcel Number 5 092009 00009; 092009 00007; 092009
for which an application is being made to the Division of Planning and Development.  Michael E. Collins  Subscribed and sworn to (or affirmed) before me this day of in the year of
Marculat Aignolat Signature of Notary Public  Signature of Notary Public  Signature of Notary Public  OF WILLIAM  OF WILLIAM

# **LETTERS RECEIVED**

No letters were received by the time of publication of this report.

# NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT TO THE ZONING MAP OF THE CITY OF MEMPHIS

Notice is hereby given that a Public Hearing will be held by the Council of the City of Memphis in the Council Chambers, First Floor, City Hall, 125 North Main Street, Memphis, Tennessee 38103 on Tuesday, 9 August 2022 at 3:30 p.m., in the matter of amending the Zoning Map of the City of Memphis, being Chapter 28, Article IV of the Code of Ordinances, City of Memphis, Tennessee, as amended, as follows:

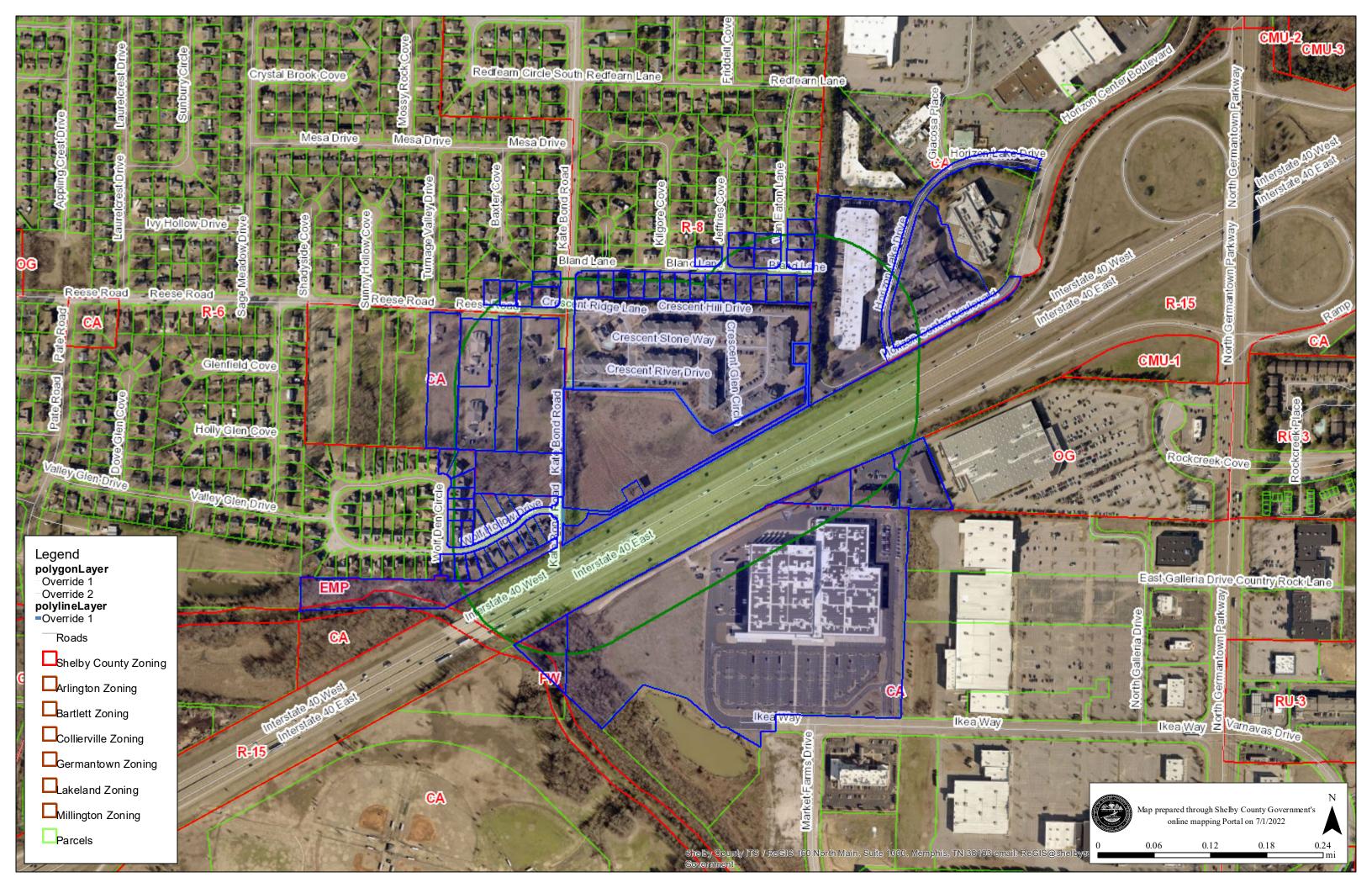
The three parcels between 2500 Kate Bond Rd. and Interstate 40

**CASE NUMBER:** 

**LOCATION:** 

Z 22-3

COUNCIL DISTRICTS:	District 1 and Super District 9	
OWNER:	TI Properties, LLC	
APPLICANT:	Quan Poole	
REQUEST:	Change zoning to Commercial Mixed Use – 2 (CMU-2)	
RECOMMENDATION:	The Division of Planning and Development recommended: The Land Use Control Board recommended:	Approval Approval
City of Memphis, Tennes Tennessee 38103 to hear protests must be by perso you wish to remonstrate of This case will also be he	ORE, you will take notice that on Tuesday 9 Augusties will be in session at the Council Chambers, City is remonstrances or protests against the making of onal appearances, or by attorneys, or by petition, and or protest against the same.  and at the Planning and Zoning Committee on the posting data and neglect on the City of Manushis' was	Hall, 125 North Main Street, Memphis, such changes; such remonstrances or d then and there you will be present if same day with the specific time to be
determined prior to the m	eeting date and posted on the City of Memphis' we	osite.
THIS THE		
ATTEST:		TA SWEARENGEN MAN OF COUNCIL
DYWUANA MORRIS CITY COMPTROLLER		
TO BE PUBLISHED:		
<u>DYWUANA MORRIS</u> CITY COMPTROLLER		



ESH/TN PORTFOLIO LLC P O BOX 49550 # SHIV SAI RAM LLC SINGH SMRITI 2423 N GERMANTOWN PKWY # 3621 SUNFLOWER CL # CORDOVA TN 38016 SEAL BEACH CA 90740 CHARLOTTE NC 28277 THOMPSON TRICIA AMBE HOSPITALITY INC TOLIVER MARTHA 7800 WOLF HOLLOW DR # 2427 N GERMANTOWN PKWY # 2532 VAN EATON LN # CORDOVA TN 38016 MEMPHIS TN 38133 MEMPHIS TN 38133 MITCHELL NATASHA 2540 VAN EATON LN # SOUTHERN PROPERTY INVESTORS BURCH WANDA AND CHARLEY BURCH (RS) PO BOX 342707 # MEMPHIS TN 38184 7657 SPRIRT LAKE CV # MEMPHIS TN 38133 CORDOVA TN 38016 BELMONTES-RAMIREZ PEDRO & ANDREA THOMPSON REGINALD L & MARCIA SEELY KARLA L 7770 WOLF HOLLOW DR # 2526 JEFFRIES CV # 7896 BLAND LN # MEMPHIS TN 38133 MEMPHIS TN 38133 MEMPHIS TN 38133 ABUTINEH MOHAMMED & FATIMA GRILLS YOLANDA WILLIAMS TREONNA J 9145 RANDLE VALLEY DR # 7769 WOLF HOLLOW DR # 2517 KATE BOND RD # CORDOVA TN 38018 MEMPHIS TN 38133 MEMPHIS TN 38133 BELLEVUE BAPTIST CHURCH PO BOX 1210 # TONEY MARVIN & TORRIE RAMIREZ CARINA 7780 REESERD # 7821 BLAND LN # MEMPHIS TN 38133 MEMPHIS TN 38133 CORDOVA TN 38088 MINCY MILDRED C LONG DEBRA F AND STEVEN J MITCHELL HOOTS JAMES M & LISA Y 2033 KINGSROW PKWY # 7877 BLAND LN # 7827 BLAND LN # MEMPHIS TN 38133 CORDOVA TN 38016 MEMPHIS TN 38133 LAISLE CONNIE S FREEMAN HORACE L & MILDRED GARCIA PEDRO A 7883 BLAND LN # 4354 N 30TH ST # 7835 BLAND LN # MEMPHIS TN 38133 MILWAUKEE WI 53216 MEMPHIS TN 38133 WCO AL DP LLC 643 SPENCE LN # NASHVILLE TN 37217 CLINTON LILLIE M WALSHWILLIAM & KRISTIN 7897 BLAND LN # 7843 BLAND LN BARTLETT TN 38133 MEMPHIS TN 38133 BARNETT RUBY V AND GEORGE F BARNETT MORGAN CRESCENT AT WOLFCHASE LLC ORTIZ MIGUEL P & LUCIA E PEREZ

112 S FRENCH ST #105-MP

WILMINGTON DE 19801

7849 BLAND LN #

MEMPHIS TN 38133

7797 REESE RD #

MEMPHIS TN 38133

NORTON ROBERT G	RODRIGUEZ JOSE AND ALAM RODRIQUEZ (RS)	PATEL BHAVINI & AKSHAYA
6092 IVANHOE #	7558 PORT ALBERT LN #	3113 MISTY HEIGHTS CV #
BARTLETT TN 38134	BARTLETT TN 38133	PFLUGERVILLE TX 78660
WILLIAMS ROBERT E & VELMA J	CLARK YOMYKO AND BRANDON HAYSLETT	RODRIGUEZ JOSE F & MARIA C GOMEZ
7855 BLAND LN #	7774 WOLFDEN CIR #	7799 WOLF HOLLOW DR #
MEMPHIS TN 38133	MEMPHIS TN 38133	MEMPHIS TN 38133
LEE CALVIN & BARBARA	ECONOMIC DEV GROWTH ENGINE IND DEV BOARD	VIACOM OUTDOOR INC
7863 BLAND LN #	420 ALAN WOOD RD #	PO BOX 404 #
MEMPHIS TN 38133	CONSHOHOCKEN PA 19428	BROADWAY NJ 8808
TRENTLAGE DAVID A & ROXANNE D	CONTRERAS HORACIO	POLK YUMEKIA
7869 BLAND LN #	7780 WOLFDEN CIR #	7787 WOLF HOLLOW DR #
MEMPHIS TN 38133	MEMPHIS TN 38133	MEMPHIS TN 38133
SINGH BALRAJ AND BALJIT KAUR	HENRY MICHAEL	WILLIAMS HILDA J & CHARLES AND ELIZABETH
7788 REESE RD #	7810 WOLF HOLLOW DR #	7775 WOLF HOLLOW DR #
MEMPHIS TN 38133	MEMPHIS TN 38133	MEMPHIS TN 38133
SKB PROPERTIES LLC	NUCKOLLS KEITH E	WCO AL DP LLC
3571 WINCHESTER RD #	7816 WOLF HOLLOW DR #	643 SPENCE LN #
MEMPHIS TN 38118	MEMPHIS TN 38133	NASHVILLE TN 37217
REED JEREMY & ASHLEY G	MCKINLEY JORDYN AND RAVYN MCKINLEY AND	ECONOMIC DEVELOPMENT GROWTH ENGINE
7905 BLAND LN #	7786 WOLFDEN CIR #	420 ALAN WOOD RD #
MEMPHIS TN 38133	MEMPHIS TN 38133	CONSHOHOCKEN PA 19428
H AND D HOME LLC	LI TAINING	TI PROPERTIES LLC
6491 ELMORE RD #	7792 WOLFDEN CIR #	5160 SANDERLIN #1
MEMPHIS TN 38134	MEMPHIS TN 38133	MEMPHIS TN 38117
COHRAN BOBBIE	CALBERT DARRON L & DIANE	ADVENTURE HOLDINGS I LLC
7762 WOLF DEN CIR #	7782 WOLF HOLLOW DR #	PO BOX 181
MEMPHIS TN 38133	MEMPHIS TN 38133	HAMPTON FALLS NH 3844
COOPER CRYSTAL	ALEXANDER EZERDALE	GLOBAL PROPERTY TRUST
7768 WOLF DEN CIR #	7811 WOLF HOLLOW DR #	803 MOUNT MORIAH RD #201
MEMPHIS TN 38133	MEMPHIS TN 38133	MEMPHIS TN 38117

RPA4 LLC 3505 KOGER BLVD #400 DULUTH GA 30096

ALTA VIEW LP 910 W SAN MARCOS BLVD #210 SAN MARCOS CA 92078

TI PROPERTIES LLC 5160 SANDERLIN #1 MEMPHIS TN 38117

US SFE ASSET COMPANY 1 LLC 8300 N MOPAC EXPY #200 AUSTIN TX 78759

HOME SFR BORROWER IV LLC 3505 KOGER BLVD #400 DULUTH GA 30096

BAF ASSETS LLC 5001 PLAZA ON THE LAKE #200 AUSTIN TX 78746

BEETHOVEN TRUST 305 S LUCIA AVE #3 REDONDO BEACH CA 90277

CSMA BLT LLC 1850 PARKWAY PL #900 MARIETTA GA 30067

MM INDUSTRIAL MEMPHIS LLC 6363 POPLAR AVE #400 MEMPHIS TN 38119

TI PROPERTIES LLC 5160 SANDERLIN #1 MEMPHIS TN 38117



Attorney\_\_\_

# **City Council Item Routing Sheet**

EDGE/Planning and Development	Economic	Development Commi	ittee	July 12, 2022
☑ Ordinance	Resol	ution	Grant Acc	ceptance
Budget Amendment	Com	mendation	Other:	Click here to enter text.
Item Description: This ordinance adopts PACER) program within Memphis, Tennes		al Property Assessed	Clean Energy	and Resiliency (C-
Recommended Council Action: Approve t	he ordinand	e		
Describe previous action taken by any other entity (i.e. board, commission, task force, council committee, etc.) and date of any action taken: City Council approved resolution of intent to establish the program on June 7, 2022.				
Does this item require city expenditure? N	lo S	ource and Amount of	Funds	
\$ Amount	\$	Operating Budget		
	\$	CIP Project #		
	\$	Federal/State/Oth	<u>ier</u>	
Approvals				
Director	Date_6/28/20		0.((;	
Division Chief I	Date	Chief Operati	ng Officer	
Budget Manager	Date			Date
Chief Financial Officer	Date	Council Comn –	nittee Chair	
Chief Legal Officer/City				Date



# **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

This ordinance adopts a Commercial Property Assessed Clean Energy and Resiliency (C-PACER) program within Memphis, Tennessee.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

EDGE and Division of Planning and Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is not a change to an existing ordinance or resolution.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a new contract nor amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment. N/A

Draft June 24, 2022
ORDINANCE NO
AN ORDINANCE adopting Municipal Code Chapter Commercial Property Assessed Clean Energy and Resiliency (C-PACER) program within Memphis, Tennessee.
WHEREAS, per Tenn. Code Ann. §§ 68-205-101 et seq., the State Legislature granted local governments the authority to establish a commercial property assessed clean energy and resiliency (C-PACER) program that jurisdictions can voluntarily implement to ensure that free and willing owners of agricultural, commercial, and industrial properties and certain multi-family residential properties to obtain low-cost long-term financing; and
WHEREAS, state law allows this financing to be used for qualifying improvements, including energy efficiency, water conservation, renewable energy, and resiliency measures such as flood mitigation, stormwater management, wildfire and wind resistance, energy storage, microgrids, and fire suppression; and
WHEREAS, the C-PACER program authorized in Tenn. Code Ann. §§ 68-205-101 et seq. promotes voluntary energy efficiency, energy conservation, and resiliency and such improvements not only save money for building owners, but also support the reduction of energy consumption, support the production of clean, renewable energy, and reduce greenhouse gas emissions; and
WHEREAS, the City Council is considering the matter at a duly-advertised public hearing and concludes that adoption will further the public health, safety and welfare; now, therefore,
BE IT ORDERED, RESOLVED AND DECREED BY THE CITY OF MEMPHIS COUNCIL, STATE OF TENNESSEE, AS FOLLOWS:
Section 1. New. A new section is added to the Municipal Code to read:
Municipal CodeCommercial Property Assessed Clean Energy and Resiliency (C-PACER) Program
010 Establishment
010 Establishment 020 Definitions
030 Territory
040 Program Administration
050 C-PACER Financing

\_\_.\_\_.060

\_\_.\_\_.070

\_\_.\_\_.080 \_\_.\_\_.090

\_\_.\_\_.100

\_\_.\_\_.110

C-PACER Lien

Fees

Enactment

Application and Review Program Guidebook

Collection and Enforcement

\_\_.\_\_.120 No Liability, and No Public Funds.

# . .010 Establishment

There is hereby established within the boundaries of Memphis, Tennessee (the "City") a Commercial Property Assessed Clean Energy and Resiliency ("C-PACER") program (the "Program") in accordance with chapter Tenn. Code Ann. §§ 68-205-101 et seq. (the "C-PACER Act"). The City finds that it is convenient and advantageous to establish the Program, at no net cost to the City, in order to finance Qualified Projects (as hereinafter defined), repaid by voluntary annual assessment installment payments on the property benefited by such Qualified Projects, and that the Program is in the public interest, providing for the safety, health, and environmental public benefit, and provides for economic development of the community. The Program shall allow financing for the full range of Qualified Improvements on all Eligible Properties, as authorized by the C-PACER Act, and shall abide by and operate according to the C-PACER Act.

# . .020 Definitions

The definitions in this section apply throughout \_\_\_\_\_ Municipal Code \_\_.\_\_ unless the context clearly requires otherwise:

- 1. "Application checklist" means the list of items in a Program Application required by the C-PACER Act, this ordinance, the Program Guidebook, and the corresponding documentation that the City accepts in order to show the requirements of the C-PACER Act have been met:
- 2. "Assessment" means the voluntary agreement of a Record Owner pursuant to an Assessment Agreement to allow the City to require the payment of annual Assessment Installments on their property in an amount sufficient to re-pay C-PACER Financing, together with interest, penalties, fees and charges related thereto;
- 3. "Assessment Agreement" means an agreement between the City and a Record Owner whereby the City agrees to place an Assessment to re-pay C-PACER Financing and C-PACER Lien on the property to secure the obligation to repay the financing;
- 4. "Assessment Installment" means annual payments assessed against property to repay C-PACER Financing;
- 5. "Capital Provider" means a private third-party entity, including its designee, successor, and assigns that makes or funds C-PACER Financing, including refinancing;
- 6. "C-PACER Financing" means an investment from a Capital Provider to a Record Owner to finance or refinance a Qualified Project as described under this Ordinance. The proposed C-PACER Financing for a Qualified Improvement may authorize the Record Owner to:
  - a. purchase directly the related equipment and materials for the installation or modification of a Qualified Improvement; and
  - b. contract directly, including through lease or other service contract, for the installation or modification of a Qualified Improvement;

- 7. "C-PACER Lien" means the lien recorded at the Shelby County Register of Deeds on the Eligible Property to secure the C-PACER Financing, which remains on the property until the C-PACER Financing is paid in full;
- 8. "Eligible Property" means (a) privately owned commercial, industrial, or agricultural real property, (b) privately owned residential real property consisting of five (5) or more dwelling units, (c) property owned by nonprofit, charitable, or religious organizations, and (d) property owned by pseudo-governmental organizations such as Industrial Development Corporations, Housing Authorities, or Health Educational and Housing Facility Boards. Pawn shops, adult entertainment and product stores, liquor and tobacco stores, payday loan and title loan establishments, as well as other business types determined in the Local Government's sole discretion shall not be considered Commercial Property;
- 9. "Fair Market Value" means the as-appraised value, as determined by a state-certified appraiser, as if the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts;
- 10. "Financing Agreement" means the contract under which a Record Owner agrees to repay a Capital Provider through Assessment Installments for the C-PACER Financing including, but not limited to, details of any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to treatment of prepayment and partial payment of the C-PACER Financing;
- 11. "Local Government" means the governing body, any department, or any office within the government for the City of Memphis;
- 12. "Program" means the C-PACER program established under this ordinance;
- 13. "Program Administrator" means the party designated by the Local Government to administer the C-PACER Program. This party may be the Local Government itself or an independent third party, whether it be private, quasi-public or public, designated by the Local Government, provided that the administration procedures used conform to Tenn. Code Ann. § 68-205-101, *et seq.*, and this chapter;
- 14. "Program Guidebook" means documents that, collectively, are incorporated in Exhibit A of this ordinance, including the Assessment Agreement and the Notice of Assessment Interest and C-PACER Lien;
- 15. "Program Application" means the application submitted to demonstrate that a proposed project qualifies for C-PACER Financing and for a C-PACER Lien;
- 16. "Qualified Improvement" means a permanent improvement affixed to real property and intended to:

- (a) Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature;
- (b) Increase resilience and support the production of clean, renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature;
- (c) Decrease water consumption or demand and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption;
- (d) Allow for the reduction or elimination of lead from water that may be used for drinking or cooking;
- (e) Increase water or waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the Local Government;
- (f) Electrical vehicle charging infrastructure;
- (g) Conform to requirements of the most recent version of the International Energy Conservation Code adopted by the Local Government; or
- (h) Conform to seismic requirements of the most recent version of the International Building Code adopted by the Local Government.
- 17. "Qualified Project" means a project approved by the Program Administrator, involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement, including Qualified Improvements installed no more than two (2) years prior to the date of application. Together, Qualified Improvements, inclusive of all related and eligible costs pursuant to the C-PACER Act that are to be financed as described in a Program Application and approved by the Program Administrator, are a Qualified Project. If the Program Administrator is a Capital Provider, the Local Government must also approve the project for it be to be a Qualified Project. The minimum project size for a Qualified Project is one that costs \$1,000,000.00; and
- 18. "Record Owner" means the owner or owners on title, duly recorded, of a Commercial Property, the owner listed on the property's legal documents on file or the owner of an estate for years created pursuant to a written ground lease agreement or similar agreement.

# \_\_.\_\_.030 Territory

The Program shall be available to all Eligible Property within the boundaries of the Region, in accordance with the C-PACER Act. This includes both unincorporated and incorporated areas of the City. The Region is the incorporated and unincorporated areas of the City, excluding areas zoned for residential property only, as shown in the map attached to this Ordinance.

# \_\_.\_\_.040 Program Administration

- 1. Pursuant to the C-PACER Act, the Local Government designates the Economic Development Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee ("EDGE") as the Program Administrator. If EDGE is no longer the Program Administrator for any reason, then the Local Government will either assume the role of Public Administrator or designate a new third-party entity to serve as Public Administrator. The Program Administrator shall review and approve the Program Applications submitted in accordance with the Program Guidebook, collect any fees, execute the documents required by the Program Guidebook to enable C-PACER Financing, and record the documents requested by the Record Owner and Capital Provider.
- 2. The Program Administrator is authorized to impose fees to offset the actual and reasonable costs of administering the Program. The fees may be assessed as part of the Program Application, to be paid by the Record Owner requesting to participate in the Program. Service fees of approved applications must be calculated as one percent (1%) of the total amount financed, not to exceed fifty thousand dollars (\$50,000.00). Service fees retained by a Capital Provider acting as the designated Program Administrator must be placed into a reserve account and utilized for costs related to the billing, collection, and enforcement of the special assessment and lien. If the Local Government does not select a Capital Provider as its designated Program Administrator, then the funds must be placed into an account designated by the Program Administrator.

# . .050 C-PACER Financing

- 1. C-PACER Financing, under the C-PACER Act, is to be provided by Capital Providers through a Financing Agreement entered into with the owner of an Eligible Property to fund a Qualified Project.
- 2. The C-PACER Financing may include:
  - a. The cost of the Qualified Improvement plus the costs of materials and labor necessary for the installation or modification of a Qualified Improvement;
  - b. Permit fees;
  - c. Inspection fees;
  - d. Financing or origination fees;
  - e. Program application and administrative fees;

- f. Project development and engineering fees;
- g. Third-party review fees, including verification review fees;
- h. Capitalized interest, in an amount determined by the Record Owner and the Capital Provider for a period of [insert number of years];
- i. Interest reserves; and
- j. Any other fees or costs that may be incurred by the incident to the installation, modification, or improvement of a Qualified Improvement on a specific or pro rata basis, as determined by the Local Government.
- 3. The interest rates imposed upon the Assessment are subject to the usury laws of the state of Tennessee and shall not exceed the maximum allowed interest rates. The Capital Provider may not impose variable interest rates upon the Assessment.
- 4. The assessment of the property cannot exceed:
  - a. Ninety percent (90%) of the Fair Market Value of the property prior to the completion of all planned real property improvements, as determined by a state-certified appraiser; and
  - b. Twenty-five percent (25%) of the Fair Market Value of the Property at the time of the completion of all planned real property improvements, as determined by a state-certified appraiser.
- 5. Prior to entering into a Financing Agreement, the Capital Provider must receive written consent from every holder of a deed of trust or mortgage interest in the real property that will be subject to the Assessment and C-PACER Lien agreeing that the property may participate in the program and that the C-PACER Lien will take precedence over all other liens except for a lien for taxes.

#### 

- 1. The C-PACER Lien amount, plus any interest, penalties, fees and charges accrued or accruing on the C-PACER Lien:
  - a. Takes precedence over all other liens or encumbrances except a lien for taxes imposed by the state, a local government, or a junior taxing district on real property, provided existing mortgage holders, if any, have provided written consent described in Section \_\_\_\_.050(3); and
  - b. Is a first and prior lien, equal to the lien for taxes imposed by the state, a local government, or a junior taxing district against the real property on which the C-PACER Lien is imposed, from the date on which the notice of the C-PACER Lien is recorded until the C-PACER Lien, interest, penalties, fees and charges accrued

or accruing are paid in full.

- 2. The C-PACER Lien runs with the land, and that portion of the C-PACER Lien that has not yet become due is not accelerated or eliminated by enforcement of the C-PACER Lien by tax sale or any lien for taxes imposed by the state, a local government, or junior taxing district against the real property on which the C-PACER Lien is imposed.
- 3. Delinquent Assessment Installments incur interest and penalties as specified in the Financing Agreement.
- 4. After the C-PACER Lien is recorded as provided in this Ordinance, the Assessment, C-PACER Financing and the C-PACER Lien may not be contested on the basis that the improvement is not a Qualified Improvement or that the project is not a Qualified Project.

# \_\_.\_\_.070 Application and Review

- 1. A Record Owner and Capital Provider shall complete a Program Application and submit it to the Program Administrator for review.
- 2. The Program Application shall require:
  - a. An attestation by the Record Owner that the project consists of one or more "Qualified Improvement" as defined by \_\_\_\_.\_\_.020(14).
  - b. For an existing building seeking improvements:
    - (a) Where energy or water usage improvements are proposed:
      - (1) A certification by a licensed engineering firm, engineer, or other qualified professional listed in the Program Guidebook, with the licensed professional's stamp affixed to the certification, stating that the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water; and
      - (2) An analysis by a licensed professional explaining how the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water;
    - (b) Where safe drinking water measures are proposed:
      - (1) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the Qualified Improvements will result in the reduction

of lead in potable water; and

- (2) An analysis by a licensed professional engineer explaining how the Qualified Improvements will result in the reduction of lead in potable water; or
- (c) Where resilience improvements are proposed:
  - (1) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the Qualified Improvements will result in improved resilience and an analysis explaining how the Qualified Improvements will result in improved resilience; and
  - (2) An analysis by a licensed professional engineer explaining how the Qualified Improvements will result in improved resilience and an analysis explaining how the Qualified Improvements will result in improved resilience.
- c. For new construction, an applicant must provide:
  - (a) A certification by a licensed professional engineer, with the licensed professional engineer's stamp affixed to the certification, stating that the proposed Qualified Improvements, individually, or acting as a whole, will enable the project to exceed the energy efficiency, water efficiency, renewable energy, renewable water, or resilience requirements of the current building code of the City; and
  - (b) An analysis explaining how the Qualified Improvements, individually, or acting as a whole, will enable the project to exceed the energy efficiency, water efficiency, renewable energy, renewable water, or resilience requirements of the current building code of the City.
- 3. The Program Administrator shall review the Program Application according to the Application Checklist solely to determine whether it is complete, proposes a "Qualified Improvement," contains no errors on its face, and that all information is provided in the substance and form required by the Application Checklist. If so, the Program Administrator shall sign the Application Checklist indicating that the Program Application is deemed approved and the project is a Qualified Project. If a Program Application is incomplete and/or does not conform to the requirements of the Application Checklist, the Program Administrator shall inform the applicant as soon as practicable that the Program Application is denied, the reasons for the denial, and any corrections that could make the Program Application acceptable. If feasible, the applicant shall have an opportunity to correct the Program Application.
- 4. Upon approval of a Program Application, a Record Owner or Capital Provider shall provide the completed (1) the Assessment Agreement; (2) the Notice of Assessment

Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; (7) MLGW Compliance Certificate, if applicable, and (8) Program Application Checklist for execution at least ten (10) days prior to close of the C-PACER transaction, along with a requested date for recordation of such forms.

- 5. The Program Administrator, on behalf of the Local Government, shall record in its real property records (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; (7) MLGW Compliance Certificate, if applicable, and (8) Program Application Checklist at the date requested by the Record Owner and Capital Provider or, at the request of the Record Owner and the Capital Provider, the executed documents may be delegated to the Capital Provider.
- 6. For a Record Owner and Capital Provider whose Program Application is denied by the Local Government's Program Administrator, either party, or both, may request an adjudicative proceeding before the Local Government's adjudicative body, consistent with the Local Government's rules and subject to the applicable provisions of Tennessee's Administrative Procedures Act, Tenn. Code Ann. §§ 4-5-101 et seq.

# \_\_.\_\_.080 Program Guidebook

- 1. The C-PACER Program shall be administered in accordance with the requirements contained in the Program Guidebook established by the Program Administrator from time to time.
- 2. The Program Guidebook and forms may be amended by the Program Administrator without approval by the Memphis City Council, provided that such amendments comply with the C-PACER Act and other applicable law.

# \_\_.\_\_.090 Collection and Enforcement

- 1. Collection of Assessment Installments and enforcement of C-PACER Liens due to delinquent Assessment Installments, including enforcement by tax sale, shall be enforced in the same manner that a property tax lien against commercial property is enforced by the Local Government.
- 2. The Local Government hereby designates the Memphis City Treasurer to collect Assessment Installments and enforce C-PACER Liens due to delinquent Assessment Installments. The Memphis City Treasurer shall remit any and all Assessment Installments it collects to the Capital Provider to whom the payment is due within ninety (90) days of receipt thereof.

# . .100 Fees

An application fee shall be paid to the Local Government when the Program Application is submitted. The amount of the fee shall be determined by the Program Administrator. Pursuant to the Program Guidebook, the Program Administrator shall establish a fee that makes the costs of

the C-PACER program cost-neutral to the Local Government and Program Administrator provided, however that the fees for any Assessment may not exceed 1% of the applicable C-PACER Financing and shall not in any case exceed \$50,000.00.

# **\_\_\_.\_\_.110** Enactment

The provisions of this ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All ordinances, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed upon the effectiveness of this ordinance. No provision of the Municipal Code or violation of any provision of the Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Code. In the event and to the extent of a conflict between this ordinance and the C-PACER Act, the C-PACER Act shall govern.

# \_\_.\_\_.120 No Liability.

Except for a right of action to enforce the terms of this ordinance, this ordinance does not confer any right of action nor property interest upon any party to a C-PACER transaction against the Local Government or the Program Administrator, and, so long as the Local Government or Program Administrator comply in good faith with the terms of the C-PACER Act and this ordinance, neither the Local Government nor the Program Administrator shall incur liability for enacting this Program, nor shall the Local Government, its governing body, executives, or employees nor the Program Administrator, its governing body, executives, or employees be personally liable as a result of exercising any rights or responsibilities granted under this ordinance.

Section 2. Effective	<b>e Date</b> . This ordinance	This ordinance shall be effective on			
ADOPTED on this	day of	, 20			

# PROGRAM GUIDEBOOK: C-PACER PROGRAM

**MEMPHIS, Tennessee** 

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# I. Introduction

### ABOUT C-PACER

The City of Memphis (the "City") administers a Commercial Property Assessed Clean Energy and Resiliency ("C-PACER") financing program (the "C-PACER Program" or the "Program") under Tennessee Code Annotated 68-205-101 et seq. (the "C-PACER Act"). The C-PACER Program allows owners of eligible commercial property to obtain long-term financing from private capital providers for certain qualified improvements. While the financing is repaid to the Capital Provider, the C-PACER Act directs the City to levy a voluntary assessment and record a lien (the "C-PACER Lien") on the property. This approach to financing has been used by programs like C-PACER on thousands of properties in more than 24 states and the District of Columbia.

In 2021, the Tennessee State legislature passed C-PACER enabling legislation, T.C.A. § 68-205-101, et seq., which was recently amended in 2022. This legislation allows counties, municipalities and local jurisdictions to establish Commercial Property Assessed Clean Energy and Resilience (C-PACER) programs. The legislation emphasized allowing resilience improvements, adding an "R" to the popular acronym. C-PACER allows Record Owners to access financing for qualifying energy efficiency, renewable energy, water conservation, and resiliency improvements for qualifying buildings. Improvements made to reduce lead in drinking water also qualify as improvements.

Individual counties and municipalities may now take action to create their own C-PACER programs and help buildings become more efficient and resilient. Creating a City C-PACER program is simple: first, the City adopts an ordinance and guidelines that govern how its C-PACER program works. Second, since the repayment of the C-PACER financing is between a private lender and a Record Owner, when the lender's lien against the property is filed, the City only has to review the lien application for compliance with the C-PACER state law, and then record a unique agreement that includes the acknowledgment of a special property "assessment" by the City.

In Tennessee, C-PACER financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also conserve energy or result in renewable energy improvements. A voluntary C-PACER loan is secured by a senior lien on the property and paid back over time; tax liens and other government assessments are equal in priority to the C-PACER lien. Like other assessments, C-PACER financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of whomever owns the property at the time. The C-PACER repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the measures.

The Program exists as a function of Tennessee's C-PACER legislation and the rules established by the City. No change in the Program or in Tennessee's C-PACER legislation will affect a Record Owner's obligations to pay C-PACER assessments incurred under the Program prior to such changes.

#### II. Benefits of C-PACER

C-PACER offers benefits to building owners, developers, municipalities, mortgage holders, and building professionals.

**For Building Owners and Developers**: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front cost of the types of measures identified in the statute as qualifying improvements. C-PACER financing typically requires little up-front investment, and qualifying improvements improve property value. Energy efficiency measures, in particular, also lower operating costs. In addition, C-PACER financing has the following benefits:

- <u>Up to 100%, long-term financing</u>. Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect costs incidental to the qualified improvements can be wrapped into C-PACER financing.
- <u>Transferrable upon sale</u>. Some owners may want to sell the building before the financing is repaid. The C-PACER lien and assessment are attached to the property and transfers to the new owner.
- <u>Cash flow benefits</u>. C-PACER financing may be repaid over the useful life of the improvements, which because of the long-term financing options can have positive effects on cash flow.
- Triple-net and full-net leases may allow pass-through of assessment installments to tenants.
   Under triple/full net leases, C-PACER payments can be passed along to tenants, who also typically derive benefit from any energy savings through reduced operating costs.

For Energy Auditors, Architects, Building Engineers, and Contractors: By allowing a Record Owner to access 100% up-front financing for longer terms than are typically available for conventional financing, more substantial efficiency and resiliency improvements are now more affordable with C-PACER. Energy auditors, architects, engineers, and contractors can suggest C-PACER financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Since the demand for building efficiency and resiliency improvements will grow in a C-PACER-enabled jurisdiction, C-PACER is a powerful business growth catalyst for building professionals like energy auditors and contractors.

For Local Jurisdictions: C-PACER is an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock value is enhanced, and more jobs are created. Energy and resiliency upgrades create a more competitive environment for retaining and attracting new businesses by lowering energy costs and improving the structural soundness of buildings. Upgraded buildings can generate higher property tax payments for the City. Energy upgrades also typically reduce greenhouse gases and other pollutants, which facilitates adherence to City or state climate action plans or goals.

**For Existing Lien Holders:** C-PACER improvements can enhance property value and typically improve a building's longevity, thereby reducing the risk of property value decline over time. In addition, C-PACER financing is non-accelerating, meaning only current or past due annual payments can be collected each year while future payments stay with the property. As such, existing mortgage holders see their collateral

improved without substantial increase in credit risk and with only a modest impact on lien priority. C-PACER financing is not permitted without the consent of all existing lien holders and, under certain circumstances, the holders of certain other obligations encumbering commercial residential property.

#### **III. C-PACER Financing Program Rules**

This Program Guidebook (the "Guidebook") is prepared as required by the C-PACER Act, at the direction of the City, and is approved in connection with, and as an attachment to, the enabling ordinance for this program (the "C-PACER Ordinance") dated \_\_\_\_\_\_. Capitalized terms used herein, but not defined herein, have the meaning given to such terms in the C-PACER Ordinance.

The Guidebook establishes guidelines, eligibility, approval criteria, and an application form for the administration of the C-PACER Program for the City. The C-PACER Program enables financing for commercial Record Owners ("Record Owners") to make certain energy efficiency, renewable energy, water conservation, and resiliency improvements (each, a "Qualified Improvement") as described in the C-PACER Act and further clarified in this Guidebook.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application (the "Project Application") approved by the Program, constitute a "Qualified Project." Record Owners may receive funding for their Qualified Improvements only from qualified private investors ("Capital Providers") pursuant to a separate Financing Agreement negotiated between the Record Owner and Capital Provider (a "Financing Agreement").

In the following numbered subsections, a reader can find information about:

- Statutory and programmatic eligibility requirements for C-PACER project financing in Tennessee State, and
- The appropriate steps and forms needed for a City to receive and process a C-PACER project lien application.

#### 1. Establishment of C-PACER Program Boundaries

The City adopted Ordinance number \_\_\_\_\_\_ on \_\_\_\_\_, establishing the C-PACER Program for all eligible commercial properties within the boundaries of the City. The Region is illustrated in Exhibit 2.

#### 2. Administration of Program; Authorized Officials

The Economic Development Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee ("EDGE") is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. EDGE will then execute the Assessment Agreement and C-PACER Lien documents on behalf of the City and record them with the real property records.

As part of Program operation, EDGE will:

- Accept Project Applications (see Attachment A, Application) from Record Owners and Capital Providers for prospective C-PACER projects;
- Review the Project Application to determine conformance with the Application Checklist (See Attachment B);
- Approve/conditionally approve/disapprove the Project Application and communicate to applicant;
- Execute (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien;

- (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program Application Checklist; and
- Record the (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER
  Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5)
  Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program
  Application Checklist

#### 3. Eligibility Requirements

Eligible Property means privately owned commercial, industrial, or agricultural real property, or privately owned residential real property consisting of five (5) or more dwelling units, property owned by nonprofit, charitable, or religious organizations, and property owned by pseudo-governmental organizations such as Industrial Development Corporations, Housing Authorities, or Health Educational and Housing Facility Boards. Pawn shops, adult entertainment and product stores, liquor and tobacco stores, payday loan and title loan establishments, as well as other business types determined in the Local Government's sole discretion shall not be considered Commercial Property.

Ground leases on Eligible Property are permitted, so long as all requirements of the C-PACER Ordinance are met, including requiring the Record Owner to enter into an Assessment Agreement. On ground-leased property, therefore, the assessment and C-PACER Lien encumber the fee interest in the property, not the ground leasehold.

The Eligible Property must be assessed by a state-certified appraiser. That assessment cannot exceed: (1) 90% of the fair market value prior to the completion of all planned real property improvements, and (2) 25% of the fair market value of the property at the time of the completion of all planned real property improvements.

<u>Minority and Women Owned Business Enterprise Participation</u> means that anyone utilizing this Program on a Qualified Project shall use a "best faith effort" to reach no less than 25% Minority/Women Business Enterprise (MWBE) participation on the Qualifying Costs.

<u>Record Owner</u> means the owner or owners on title, duly recorded, of a Commercial Property, the owner listed on the property's legal documents on file or the owner of an estate for years created pursuant to a written ground lease agreement or similar agreement.

The Record Owner may be any type of business, corporation, individual, or non-profit organization.

<u>Qualified Improvements</u> means a permanent improvement costing no less than \$1,000,000.00 affixed to the real property that must meet at least one of these criteria:

- O Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption, allow for the reduction in demand, or support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature; ("Energy Efficiency Improvement");
- Support the production of clean, renewable energy, including but not limited to a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature ("Renewable Energy Improvement");

- Decrease water consumption or demand and address safe drinking water through the use of
  efficiency technologies, products, or activities that reduce or support the reduction of water
  consumption, or allow for the reduction in demand ("Water Efficiency Improvement");
- Reduce or eliminate lead from water which may be used for drinking or cooking ("Safe Drinking Water Improvement");
- o Increase water and waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the City ("Resiliency Improvement");
- Electrical vehicle charging infrastructure;
- o Conform to the requirements of the most recent version of the International Energy Conservation Code adopted by the City; or
- o Conform to seismic requirements of the most recent version of the International Building Code adopted by the City.

#### **Qualified Projects** include the following:

- The acquisition, construction (including new construction), lease, installation, or modification of a Qualified Improvement permanently affixed to an Eligible Property.
- Qualified Projects include the refinancing of existing properties that have had Qualified Improvements installed and completed for no more than two (2) years prior to the date of Project Application.

<u>Qualifying Capital Provider</u> may be any private third-party entity, including its designee, successor, and assigns, that makes or funds C-PACER financing, including refinancing

Qualifying costs that can be C-PACER financed must exceed \$1,000,000.00 and can include:

- o The cost of the Qualified Improvements plus the costs of materials and labor necessary for installation or modification of a Qualified Improvement;
- o Permit fees;
- Inspection fees;
- Financing or origination fees;
- o Program application and administrative fees;
- o Project development, architectural and engineering fees;
- o Capitalized interest in an amount determined by the Record Owner and the Capital Provider not to exceed the maximum rate allowed by Tennessee law;
- o Interest reserves;
- O Any other fees or costs that may be incurred by the Record Owner incident to the installation, modification, or improvement on a specific or pro rata basis.
- o See also the definition of Total Eligible Construction Costs in Section 5(5)(D).

#### 4. Application Process

The Tennessee C-PACER statute reduces the administrative burden on participating counties, municipalities and local jurisdictions as much as possible. Thus, EDGE will review the Application for proof of compliance with the requirements of the statute that are necessary for EDGE to approve the application and execute the applicable documents for the proposed C-PACER transaction. All applicants are encouraged to review the Project Application Checklist accompanying the Application to ensure that the types of information that EDGE will rely upon to verify compliance with the statute are present in the completed Application.

The process of obtaining financing under the Program starts when a Record Owner approaches a Capital Provider. The Capital Provider will work with the Record Owner to collect a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACER application process will be as follows:

- (1) The Record Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants are encouraged to review the Project Application Checklist accompanying the Project Application to ensure that the types of information that EDGE will rely upon to verify compliance with the C-PACER Act and C-PACER Ordinance are present in the completed Project Application.
- (2) EDGE will accept applications until the first Wednesday of each month. EDGE shall take no longer than ten (10) business days to evaluate the application and officially act at a regularly scheduled meeting (typically on the third Wednesday of the month) or at a specially called meeting with required notice.
- (3) EDGE's application review process is confined to confirming that the Project Application is complete and all attachments conform to these guidelines. *EDGE's approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements*. EDGE will review the Project Application for proof of compliance with the requirements of the C-PACER Act and C-PACER Ordinance that are necessary for EDGE to approve the Project Application and execute the applicable documents for the proposed C-PACER transaction. Incomplete Project Applications will be returned to the applicant, and EDGE will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant.
- (4) The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.
- (5) Upon receipt of approval, the Capital Provider will draft the following "Closing Documents": (1) the Assessment Agreement; (2) the Notice of Assessment Interest and C-PACER Lien; (3) Certificate of C-PACER Completion; (4) Economic Benefits Compliance Certificate; (5) Energy Water Resilience Compliance Certificate; (6) Mortgage Holder Consent; and (7) Program Application Checklist At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents.

- (6) If the Project Application received conditional approval, the Closing Documents executed by EDGE may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACER Act and C-PACER Ordinance.
- (7) At closing, EDGE will record the Closing Documents in the Office of the Register of Deeds for Shelby County. At the election of the applicant, EDGE may delegate the recording of the Closing Documents to the applicant or their designee(s).
- (8) Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.
- (9) The Record Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement

#### 5. Application Documents

The Project Application must be submitted with the following documents appended:

- Project Application Checklist (form attached)
- Lienholder(s) Consent (form attached)
- Economic Benefits Certification (form attached): The applicant will certify that the economic benefits of the Qualified Improvements exceed the costs of the assessment.
- Certificate of Qualified Improvements:
- (1) For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements on an existing building: A certification stating that the proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water.
- (2) <u>For Safe Drinking Water Improvements on an existing building</u>: A certification stating that the proposed Qualified Improvements will result in the reduction of lead in potable water.
- (3) For Resilience Improvements on an existing building: A certification that the Qualified Improvements will result in improved resilience, which may include, without limitation, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids.
- (4) <u>For new construction</u>: A certification that each proposed Qualified Improvement or the building as a whole will enable the subject property to exceed the energy efficiency or, water efficiency or, renewable energy or, renewable water, or resilience requirements of the current building code requirements of the City.
- (5) For all Qualified Improvements, the aforementioned certifications (in subsections #1-4) must be completed by either a licensed Professional Engineer or an authorized representative of a licensed engineering firm. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications. The certifying individual must inspect the installation of the Qualified Improvements and provide a stamped inspection report from a Professional Engineer licensed with the State of Tennessee to EDGE attesting all improvements have been installed to applicable code requirements and/or product specifications.

#### **6.** Closing Documents

The following documents require the signature of EDGE and shall be part of the closing of any C-PACER transaction. Each document must be substantially similar in substance to the forms provided, although it is expected that Record Owners and Capital Providers will negotiate variations tailored to their specific projects.

- Project Application Checklist
- Assessment Agreement
- Notice of Assessment Interest and C-PACER Lien
- Economic Benefits Compliance Certificate
- Energy Water Resilience Compliance Certificate
- Mortgage Holder Consent
- MLGW Compliance Certificate (if applicable)
- Certificate of C-PACER Completion

#### 7. Interest Rates

Interest rates are negotiated in a Financing Agreement between the Record Owner and the Capital Provider, but may not exceed the maximum rate allowed under Tennessee law. EDGE has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended use of the property, potential risk –will affect the terms negotiated by the Record Owners and Capital Providers.

#### 8. Billing and Collection of Assessments

Billing, collection and enforcement of delinquent C-PACER Liens or C-PACER financing installment payments will be handled by the Memphis City Treasurer using the same process that it uses for collecting ad valorem property taxes.

#### 9. Enforcement of C-PACER Lien

The Memphis City Treasurer will enforce the C-PACER Lien through the same tax sale mechanism that it uses to enforce the liens for ad valorem property taxes.

#### 10. Program Fee

EDGE, as compensation for time and costs incurred in the establishment of the C-PACER Program, including the C-PACER Ordinance, this Guidebook, the draft documents, as well as for reviewing a Project Application for completeness and executing the Assessment Agreement and C-PACER Lien is entitled to a fee equal to 1% of the amount financed by the Record Owner, not to exceed \$50,000. The Record Owner must pay this fee to EDGE at the closing of the transaction between the Record Owner and the Capital Provider, and such payment is a condition precedent to recording. EDGE shall invoice the applicant, collect the Program Fee and distribute 50% of the fee collected to the City of Memphis Department of Finance.

#### 11. Term of an Assessment; Calculation of Useful Life of Qualified Improvements

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement, or weighted average life if more than one Qualified Improvement is included in the Qualified Project.

#### 12. Form of Closing Documents

The Program has adopted form Closing Documents: The Assessment Agreements and Notice of Assessment Interest and C-PACER Lien. A Record Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

The forms are attached in the Exhibits below and respectively incorporated herein as referenced

#### 13. Written Consent from Lienholder(s) Required

Before entering into an Assessment Agreement with the City, the Capital Provider must obtain, and the Project Applications must show proof of, written consent for the placement of the assessment and C-PACER Lien from any holder of a mortgage or a deed of trust interest in the real property.

If the consents are executed at closing, the signatures of EDGE to the Closing Documents will be held in escrow and will not be released until the consents are obtained. After closing, at the election of the Memphis City Treasurer, an amended Project Application with the consents attached must be sent to the Memphis City Treasurer. Capital Providers are responsible for providing their own form of consent that conforms to the C-PACER Ordinance and C-PACER Act.

#### 14. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the EDGE website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Record Owners and Capital Providers understand the principles and processes associated with C-PACER financing and will look to the Guidebook for understanding and clarification of the City Program.

#### 15. Neither City Nor EDGE Has No Liability or Financial Responsibility

Neither the City, its governing body, executives, or employees, nor EDGE, its governing body, executives, or employees are personally liable as a result of exercising any rights or responsibilities granted under this Program. Neither the City nor EDGE shall pledge, offer, or encumber its full faith and credit for any lien amount under the C-PACER program. No public funds may be used to repay any C-PACER financing obligation.

#### [EXHIBITS TO BE INSERTED]

APPLICATION INFORMATION	APPLICANT-PROVIDED INFORMATION	ACCEPTED DOCUMENTATION	VERIFIED / NOTES
PROPERTY ADDRESS		DEED TITLE INSURANCE REPORT ASSESSOR OFFICIAL RECORD The address must be within the County.	
PROPERTY OWNER:	Legal name(s) of Owner(s) (LIST ALL):	DEED TITLE INSURANCE REPORT All names must match exactly what is on the Title Insurance Report and Assessor Official Record	
	Name of contact person:	If the name(s) is different:	
	Phone number:	Certified copy of personal/corporate name change; Certified copy of merger/sale document	
	Email address:	reflecting name change; Certified copy of Power of Attorney	
QUALIFYING PROPERTY	is this Property: commercialagriculturalindustrialmulti-family of 5+ units The improvements sought are for:existing buildingnew construction	ASSESSOR / TREASURER OFFICIAL RECORDS APPRAISAL ZONING REPORT GROUND LEASE (if applicable)	

QUALIFYING OWNER	Is property owned by alimited liability company general or limited partnership corporationindividual/Sole proprietorship trust	If property is held by a limited liability company, general or limited partnership or a corporation, the applicant should include a copy of the certificate of formation, organization, incorporation or similar document and a good standing certificate/certificate of existence from the state or organization and, if not organized in Tennessee, a certificate of registration to conduct business in Tennessee as a foreign entity.  If a trust, a copy of the trust agreement or a trustees' certificate.  If an individual, a copy of a valid driver's license.  If the application is to be signed by a party other than the applicant, then, in addition to the foregoing, a power of attorney or corporate resolution authorizing said party.	

CAPITAL	Legal Name:		
PROVIDER			
	Name of contact person:		
	Phone number:		
	Email address:		
	Til	0::1 1	
QUALIFYING IMPROVEMENT	The improvement sought are (check all that apply):	Original and copy of:	
CERTIFICATION	Energy efficient	Energy, Water & Resilience Compliance	
(Existing Building)	Water efficient	Certificate that is complete, signed, with	
, 5	Renewable Energy	accompanying documentation.	
	Lead Reduction, water		
		MLGW Compliance Certificate, if applicable.	
	If Resiliency, specify type: flood mitigation stormwater management other (please specify in an attachment)		
	Attach description of improvements and certifications for improvements sought, including documentation of the appropriate license/qualifications required by the Guidebook.		

QUALIFYING	The improvement sought are	Original and copy of:	
IMPROVEMENT	(check all that apply):		
CERTIFICATION	Energy efficient	Energy, Water & Resilience Compliance	
(New	Water efficient	Certificate that is complete, signed, with	
<b>Construction</b> )	Renewable Energy	accompanying documentation required by the Certificate.	
		Certificate.	
		MLGW Compliance Certificate, if applicable.	
	If Resiliency, specify type:	The state of the s	
	flood mitigation		
	stormwater management		
	other (please specify in an		
	attachment)		
	Attach description of		
	improvements and certifications		
	for improvements sought,		
	including documentation of the		
	appropriate license/qualifications		
	required by the Guidebook.		
ECONOMIC	The economic benefits of the	Original and copy of:	
BENEFIT	proposed Qualified Improvements		
CERTIFICATION	exceed the costs of the proposed	Economic Benefits Compliance Certificate that	
	assessment.	is complete and signed.	
LIENHOLDER	CONSENT(s)	Applicant should submit the Lienholder	
CONSENT	attached	Consent Form (must be substantially the same	
	delivered at close	as the Model form)	
		The form must be signed and notarized	
		in appropriate places	

	Cross-check list of Lienholders from Title Report with Written Consents provided by Capital Provider.	
	1	

IF CONSENT WILL BE EXECUTED AT CLOSING, CONDITIONAL APPROVAL IS GIVEN.

IF CONSENTS ARE DELIVERED AT CLOSING, APPLICANT MUST HOLD COUNTY-EXECUTED CLOSING DOCUMENTS IN ESCROW UNTIL CONSENTS ARE OBTAINED. AT DISCRETION OF THIS OFFICE, THIS APPLICATION MAY BE AMENDED AND RETURNED WITH COPIES OF CONSENTS ATTACHED.

BY SIGNATURE BELOW, THE APPLICANTS (THE PROPERTY OWNER AND CAPITAL PROVIDER) AFFIRM THAT THE INFORMATION AND DOCUMENTATION ARE TRUE AND CORRECT TO THE BEST OF THEIR ABILITY AND THAT THE APPLICANTS HAVE READ THE DISCLOSURES AND DISCLAIMERS ATTACHED TO THIS APPLICATION AND UNDERSTAND THE RISKS OF PARTICIPATING IN THE C-PACER PROGRAM; FURTHER, THAT THE APPLICANTS AFFIRM THAT NEITHER THE COUNTY, ITS GOVERNING BODY, EXECUTIVES, NOR EMPLOYEES ARE PERSONALLY LIABLE AS A RESULT OF EXERCISING ANY RIGHTS OR RESPONSIBILITIES GRANTED UNDER THIS PROGRAM.

THE PERSON OF CHANGE OF THE PROPERTY OF THE PERSON OF THE	
ON BEHALF OF PROPERTY OWNER:	
NAME & TITLE:	
TO BE COMPLETED BY AUTHORIZED A	DMINISTRATOR OFFICIAL
APPLICATION: APPROVED	CONDITIONALLY APPROVED DENIED
ON BEHALF OF ADMINISTRATOR:	
ON BEHALF OF ADMINISTRATOR.	
NAME AND TITLE:	

APPLICATION FORM SIGNED AND DATED

#### **DISCLOSURES & DISCLAIMERS**

### **Assessment Agreement for C-PACER Financing**

# CITY OF MEMPHIS, TENNESSEE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY AND RESILIENCY (C-PACER) PROGRAM

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#### **Assessment Agreement for C-PACER Financing**

#### City of Memphis, Tennessee

This ASSESSMENT AGREEMENT for C-PACER FINANCING (this "Agreement") is made and
entered into as of this day of , (the "Effective Date") by and between the City of Memphis,
Tennessee (the "City"), by and through the City Treasurer (the "Treasurer"), the Economic Development
Growth Engine Industrial Development Board of the City of Memphis and the County of Shelby, Tennessee
("Edge" or the "Administrator"), [CAPITAL PROVIDER], a [STATE] [ENTITY TYPE] (together with
its successors and assigns, "Capital Provider") and [], the record owner(s) (the "Property Owner") of
the fee title to the real property identified on Exhibit A (the "Property").

#### **RECITALS**

WHEREAS, the City has, on \_\_\_\_\_\_ established the Commercial Property Assessed Clean Energy and Resiliency Program (the "Program") through the adoption of Ordinance No. \_\_\_\_\_ ("City Ordinance") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("Qualified Improvements"), through the levy of contractual assessments pursuant to Tenn. Code Ann. §§ 68-205-101 et seq. (as may be amended from time to time, the "C-PACER Act"); and

**WHEREAS**, in the City Ordinance, the City designated the Administrator as the Program Administrator as such term is defined in the City Ordinance; and

WHEREAS, the purpose and method of approval of C-PACER financing under the Program are described in the Program Guidebook established by the Program Administrator, as the same may be amended from time to time prior to the Effective Date of this Agreement (the "Program Guidebook"); and

WHEREAS, the Property is located in the boundaries of the City and the City has consented to owners of eligible properties within its jurisdiction participating in the Program; and

**WHEREAS**, the Property Owner has submitted application materials including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City through the Program Administrator, has reviewed such application materials to assess compliance with the C-PACER Act, the City Ordinance, and Program Guidebook and has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "Approved Project"); and

**WHEREAS**, the Approved Project is to be financed pursuant to a financing agreement between the Property Owner (the "**Financing Agreement**") and the Capital Provider and under which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the C-Pacer Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a lien placed on the Property in exchange for receiving and repaying C-PACER financing; and

**WHEREAS**, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation on the Property of the Qualified Improvements contemplated as part of the Approved Project, all on the terms set forth in the Financing Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner, the Capital Provider and the City formally covenant and agree as follows, with the intent to bind themselves and their respective successors and assigns:

#### **AGREEMENT**

<u>Section 1.</u> <u>Purpose.</u> The Property Owner, Capital Provider and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACER assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified on <u>Exhibit B</u> on the Property.

<u>Section 2.</u> <u>The Property</u>. This Agreement relates to the real property identified in <u>Exhibit A</u>. The Property Owner has supplied to the City and Capital Provider current evidence of its ownership of fee title or an estate for years created pursuant to a written ground lease agreement or similar agreement to the Property and possesses all legal authority necessary to execute and deliver this Agreement.

#### Section 3. Assessment and Lien.

- (a) The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of \$[\_\_\_\_\_\_], together with all interest, penalties, and fees as described in the Financing Agreement (the "Assessment"). Upon execution and delivery of this Agreement, the Program Administrator, on behalf of the City, will execute and cause to be recorded in the office of the Register of Deeds for Shelby County, together with a copy of this Agreement, pursuant to Tenn. Code Ann. § 68-205-109, the Notice of Assessment Interest and C-PACER Lien ("Notice of Assessment"), substantially in the form of Exhibit C. The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City (the "C-PACER Lien") and provide record notice to third parties of the existence of the C-PACER Lien.
- (b) The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.
- (c) The Property Owner hereby promises to pay the Assessment for a period of [\_\_\_\_\_] years on the due dates set forth in <u>Exhibit D</u> hereto (the "**Assessment Schedule**"). The Property Owner agrees, as provided in the Financing Agreement, to pay the amount due in installments according to the Assessment Schedule (each, an "**Assessment Installment**"), each such Assessment Installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.
- (d) The Assessment shall be secured by the C-PACER Lien until paid in full. Failure to pay any Assessment Installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions of the Financing

Agreement. In addition, under those circumstances, the C-PACER Lien may be subject to a tax sale in the manner specified in <u>Section 4</u>, below.

- (e) The Property Owner hereby certifies to the City and Capital Provider that
- (i) The amount of the Assessment plus any existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the property prior to the completion of all planned real property improvements, including any existing indebtedness on the property as determined by a qualified appraiser in the report, with the exception that properties qualified under the federal low-income housing tax credit program set forth in 26 U.S.C.§ 42 are exempt from this requirement; and
- (ii) the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the property at the time of the completion of all planned real property improvements, as determined by a qualified appraiser.

#### Section 4. Collection of Assessment; Assignment of Rights; Tax Sale.

- (a) The Assessment Installments shall be collected in the manner specified in the Ordinance.
  - (c) (b) The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment Schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The Parties hereby acknowledge and agree that an overdue Assessment Installment will be collected by the City in the same manner that the collection of delinquent real property taxes, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

#### Section 5. Term; Agreement Runs with the Land.

- (a) Except as otherwise set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the C-PACER Lien. The C-PACER Lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.
- (b) The balance of the C-PACER Lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the C-PACER Lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property.
- (c) In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of [relative valuation] at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

#### **Section 6.** Assessment Billing, Collection and Disbursement to Capital Provider.

(a) <u>In General</u>. The City agrees to collect the Assessment Installments pursuant to Section 4 hereof and forward payments received to the Administrator, its successors, or

its permitted assignees, for further payment to the Capital Provider, no later than [30 days] after receipt of the amounts. The Administrator agrees to forward all such payments to the Capital Provider promptly and, in any event, within [seven (7) days] of the Administrator's receipt. In the event the Administrator ceases to act as the Program Administrator and there is no successor Program Administrator, the City hereby agrees to forward the payments to the Capital Provider within [30 days] after receipt of said payments.

- (b) <u>Delinquencies</u>. Funds collected by the City pursuant to <u>Section 4(b)</u> for the payment of the overdue Assessment Installment from a tax sale with respect to the Property, including any penalties and interest and the costs and fees incident to the collection thereof, shall be paid to the City, its successors, or its permitted assignees no later than [thirty (30)] days after receipt of the amounts, provided that any sale proceeds in excess of the amount of the overdue Assessment Installment will be distributed by the City in accordance with applicable law. The City agrees to forward all such payments, less its costs of performing the tax sale that the City is permitted to retain in accordance with the C-PACER Act to the Administrator within thirty (30) days. The City agrees to forward all such payments to the Capital Provider promptly and, in any event, within [seven (7) days] of the City's receipt.
- Section 7. Recordation of Documents. The City shall cause the Program Administrator to record, or the Program Administrator may delegate to the Capital Provider to record, in the office of the Shelby County Register of Deeds the Notice of Assessment, which includes this Agreement as an attachment, and such other documents that are attached as Exhibits to this Agreement.
  - <u>Section 8.</u> <u>Amendment.</u> (a) This Agreement may be modified only by the written agreement of the City, or any successor or assign of the City, the Capital Provider, or any successor or assign of the Capital Provider, and the Property Owner.
- (b) The Property Owner agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.
- Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, Administrator, Capital Provider, the Property Owner and their respective successors and assigns; provided, however, that neither the City nor the Administrator may assign their rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a tax sale with respect to the C-PACER Lien or the right to enforce the collection of the Assessment or any Assessment Installment against the Property. The Capital Provider may assign any or all of its rights arising under this Agreement without the consent of the City, the Property Owner or the Administrator, provided the Capital Provider provides notice of the assignment to the City, the Property Owner, and the Administrator.
- Section 10. No Liability of the City or Program Administrator. Pursuant to the C-Pacer Act, so long as the City and Program Administrator comply in good faith with the C-Pacer Act, the Ordinance, and the City's obligation to bill, collect and enforce the Assessment under this Agreement, neither the City nor the Program Administrator shall incur liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, board members and executives of the City or Program Administrator be personally liable for exercising any rights or responsibilities pursuant to or in furtherance

of this Agreement. This provision shall inure only to the City, its governing body, employees, board members, and executives, and the Program Administrator, its governing body, employees, board members, and executives, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. Property Owner agrees to defend, indemnify and hold the City, its Council members, employees, agents, and contractors, and the Program Administrator, its Board of Directors, employees, agents, and contractors ("City Indemnified Parties") harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from or connected with this Agreement, the Approved Project, the Assessment and the C-PACER Lien. Property Owner's duty to indemnify the City Indemnified Parties shall not apply to liability for damages to the extent caused by or resulting from the sole or gross negligence or willful misconduct of the City Indemnified Parties. Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents and representatives harmless hereunder in the same manner provided in the Financing Agreement.

<u>Section 12.</u> <u>Governing Law; Venue.</u> This Agreement is governed by and construed in accordance with the laws of the State of Tennessee. Any legal action brought under this Agreement must be instituted in a court of the State of Tennessee located in Shelby County, Tennessee.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

<u>Section 14.</u> Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Signatures Appear on Following Page

**IN WITNESS WHEREOF,** the City, Administrator, Capital Provider, and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

ATTEST:	CITY OF MEMPHIS, TENNESSEE		
City Comptroller	By:		
City Comptioner	Jini Strickianu, Mayor		
APPROVED AS TO FORM:			
City Attorney			
	ECONOMIC DEVELOPMENT GROWTH		
	ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND THE COUNTY OF SHELBY, TENNESSEE		
	By: Its:		
	CAPITAL PROVIDER:		
	By:		
	PROPERTY OWNER:		
	By:		

#### **CITY'S ACKNOWLEDGEMENT**

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared JIM STRICKLAND, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis and that he as such mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the city of Memphis by himself as mayor.

WITNESS my hand and seal , $20$	of office at Memphis, Tennessee, this the	day of
My commission expires	Notary Public	
		[SEAL]
ADMINISTRATOR'S ACI	KNOWLEDGMENT	
STATE OF TENNESSEE COUNTY OF SHELBY	) )	
, with evidence), and who, upon oa , the within named general partnership / non-pr	, a Notary Public of the state and count whom I am personally acquainted (or proventh, acknowledged [him/her]self to be bargainor, a [corporation / limited liability of the entity], and that [s/h]e as such purpose therein contained, by signing the rate as	red to me on the basis of satisfactory  (office held) o ty company / limited partnership , executed the
Witness my hand and 20	seal, this	day of
Notary Public		[SEAL]
My Commission Expires:		

## CAPITAL PROVIDER'S ACKNOWLEDGMENT STATE OF \_\_\_\_\_\_COUNTY OF Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership / non-profit entity], and that [s/h]e as such \_\_\_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as \_\_\_\_\_\_. Witness my hand and seal, this day of , Notary Public [SEAL] My Commission Expires: PROPERTY OWNER'S ACKNOWLEDGEMENT STATE OF \_\_\_\_\_\_\_ ) COUNTY OF ) Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged [him/her]self to be \_\_\_\_\_\_ (office held) of \_\_\_\_\_, the within named bargainor, a [corporation / limited liability company / limited partnership / general partnership / non-profit entity], and that [s/h]e as such \_\_\_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the [corporation / company / partnership] by him/herself as . Witness my hand and seal, this \_\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Notary Public [SEAL]

My Commission Expires:

#### **EXHIBIT A**

#### PROPERTY LEGAL DESCRIPTION

[To be inserted]

Being the same property conveyed to the Property Owner pursuant to a deed of record as	in
the office of the Register of Deeds of Shelby County, Tennessee.	

# EXHIBIT B QUALIFIED IMPROVEMENTS

[To be inserted]

# EXHIBIT C FORM OF NOTICE OF ASSESSMENT

[To be inserted]

#### **EXHIBIT D**

#### ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	Total Payment Due
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								_
24								
25								

#### **CERTIFICATE OF C-PACER IMPROVEMENTS COMPLETION**

Property Owner:	_
Property Address:	
C-PACER application approval date:	
C-PACER financing closing date:	
	the above approved C-PACER Application, attached as roperly completed and all improvements are operating as
	PROPERTY OWNER:
	[INSERT ENTITY NAME, IF APPLICABLE]
BY:	
	Signature
	Printed Name
	Title

### Exhibit A

C-PACER Application

[See Attached]

# CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

#### **Economic Benefits**

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the City of Memphis Commercial C-PACER Program:

Commercial C-PACER Program:
I CERTIFY: The economic benefits of the proposed Qualified Improvements exceed the costs of the proposed assessment.
Signature:
NAME:
TITLE:

# CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts and make the following certifications with respect to the project described in the attached Project Application (the "Project") under the City of Memphis Commercial C-PACER Program:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below, and If applicable, I am accredited by or belong to a firm with an accreditation from (please denote with a "X" and checkmark): \_\_\_ Building Energy Assessment Professional (BEAP); \_\_ Building Energy Modeling Professional (BEMP); \_\_ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE); \_\_ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE]); \_\_ Certified Energy Manager (CEM) (offered by AEE); \_\_ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS); \_\_ Certified GeoExchange Designer (CGD); \_\_ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE); Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization); \_\_ Investor Confidence Project (ICP) Quality Assurance Assessor; \_\_ Investor Confidence Project (ICP) Project Developer; \_\_ LEED Accredited Professional; \_\_ Licensed Architect; \_\_Water Quality Association Professional Sertification; North American Board of Certified Energy Practitioners (NABCEP) (for solar PV only, a design specialist certification is acceptable). Please provide verification of professional accreditation and recognition 2. The application is for: \_\_\_ an existing building \_\_\_ new construction 3. Please describe your relationship to the project: \_\_\_\_\_ I am employed by the project applicant in my professional capacity \_\_\_\_\_ I am a contracted independent third-party reviewer 5. I reviewed the following information regarding the project (e.g., equipment specifications OR design drawings/modeling OR permit applications OR an ASHRAE Level 1

assessment/energy assessment OR an ASHRAE Level 2 full building model ): Please Describe:

# CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

#### Energy, Water, Renewable Energy, Resilience

- 6. The project proposal includes the "Qualified Improvements", as defined in Tenn. Code Ann. § 68-205-102 and the Program Guidebook, and the estimated useful life of each Qualified Improvement, which are listed in an attachment to this certification. (Please attach)
- 7. The Qualified Improvements will be permanently affixed to the property.

IF FOR AN EXISTING BUILDING (ch	check those that apply):
---------------------------------	--------------------------

I CERT	IFY:
	The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water.
	The proposed Qualified Improvements will result in the reduction of lead in potable water.
	The Qualified Improvements will result in improved resilience, which may include, without limitation, flood mitigation, stormwater management, wildfire and wind resistance, energy storage, and microgrids. If other, specify:
	NEW CONSTRUCTION (check those that apply):
I CERT	IFY:
	Each proposed Qualified Improvement or the building as a whole will enable the subject property to exceed the energy efficiency, water efficiency, renewable energy, renewable water or resilience requirements of the current building code of the county.
Signati	ure:
Print: _	
Date:	

# CITY OF MEMPHIS C-PACER PROGRAM CERTIFICATE OF COMPLIANCE

Energy, Water, Renewable Energy, Resilience

NAME:	
Business name:	
Business address:	
Business contact email:	
Business contact phone:	
IF APPLICABLE	
License No.	-
Stamp:	
ATTACHMENTS (Please attach to Certification	on)

#### MLGW COMPLIANCE CERTIFICATE

Property Owner:	
Property Address:	
approval from the Memphis, Light, Gas and	Improvement involving power generation has received Water Division ("MLGW") for interconnection with to all applicable interconnection agreements with MLGW
	PROPERTY OWNER:
	[INSERT ENTITY NAME, IF APPLICABLE]
BY:	Signature
	Printed Name
	Title
	MEMPHIS LIGHT, GAS AND WATER DIVISION
BY:	Signature
	Printed Name
	Title
Date	of application approval:
Date	of executed interconnection agreement:

#### MORTGAGE HOLDER CONSENT

Date:		
Mortga	ge Holder:	
	<mark>BANK NAME</mark>	
	BANK ADDRES	S
	BANK CITY, ST.	ATE, ZIF
	<mark>PHONE NUMBE</mark>	<mark>R</mark>
Loan N	lumber(s): (	)

**Property Owner and Mailing Address:** 

OWNER NAME
OWNER ADDRESS
OWNER CITY, STATE, ZIP

Property (as more particularly described in the attached **Exhibit A**):

PROPERTY ADDRESS PROPERTY CITY, STATE, ZIP

**Recording Information:** [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent (this "Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to \$[INSERT MAX TFA]\* ("Financing") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed clean energy ("C-PACE") program ("Program") authorized by the City in which the Property is located. Pursuant to the Program, the Property Owner agrees to the levying of an assessment ("Lien") against the Property that will be collected in installments in the same manner as and subject to the same penalties, remedies, and lien priorities as real property taxes. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Lien shall be limited to the collection of the amount then currently due with respect to the assessment, including past-due interest, past-due fees, and costs of collection as permitted under the property assessed clean energy act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges receipt of timely prior notice of the Financing and Lien, (ii) consents to the Lien in the amount of the Financing; (iii) agrees that the Financing and the Lien will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iv) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

<sup>\*</sup> Includes cost of issuance and capitalized interest. PACE may provide financing for up to 110% of the Financing.

The undersigned hereby represents that he/she is authorized to execute and deliver this Consent on behalf of Mortgage Holder.

	MORTGAGE HOLDER:
	By(SEAL) Name Title
STATE OF)	
STATE OF	
personally appeared, the basis of satisfactory evidence), and	ore me, a Notary Public of the state and county mentioned, with whom I am personally acquainted (or proved to me on the who, upon oath, acknowledged herself to be the within named bargainor, a, and
that she as such, ex	secuted the foregoing instrument for the purpose therein by herself as
[SEAL]	
	Notary Public
ľ	My Commission Expires:

## Exhibit A (Legal Description)

INSTRUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

#### NOTICE OF ASSESSMENT INTEREST AND C-PACER LIEN

Tennessee Code Annotated 68-205-109 Filed in Shelby County

(GRANTEE) CITY OF MEMPHIS

(GRANTOR) [PROPERTY OWNER]

Notice is hereby given that the City, at the request of the property owner named below, is placing a C-PACER Lien pursuant to Tennessee Code Annotated 68-205-109. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	CITY OF MEMPHIS
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACER LIEN ON THE PROPERTY	[INSERT]
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACER LIEN	[INSERT]
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACER LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	[INSERT]
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	[INSERT]
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACER LIEN	[INSERT]

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACER LIEN	SEE EXHIBIT _ TO THE ASSESSMENT AGREEMENT ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT (ATTACHED)	SEE EXHIBIT A HERETO

**IN WITNESS WHEREOF,** Grantee and Grantor have caused this Notice of Assessment Interest and C-PACER Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

GRANTEE:	
City of Memphis, Tennessee	
By:	
Its:	
GRANTOR:	
[PROPERTY OWNER]	
By:	
Its:	

### STATE OF TENNESSEE COUNTY OF XXXX

Before me,	_, a Notary Public in an	d for the State and
Before me,, a Notary Public in and for the State and bunty aforesaid, personally appeared, with whom I am personally quainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged		om I am personally
acquainted (or proved to me on the basis of satisfactory	evidence), and who, up	on oath, acknowledged
[her/him]self to be the of the, the with as such, being duly authorized so to do, executed t	hin-named bargainor, a	county, and that [s/sh]e
as such, being duly authorized so to do, executed t	he foregoing instrument	t for the purposes
therein contained, by signing the name of the county by	[her/him]self as such _	<u> </u>
WITNESS my hand and seal at office, on this th	ne day of	, 20 .
·		
	Notary Public	
My Development Corporation Expires:	Trotally I dolle	
	[seal]	
	[]	
STATE OF ) COUNTY OF )		
COUNTY OF)		
Before me, the undersigned, a Notary Public of the sta	ite and county mentions	ed nersonally anneared
with whom I am personally		
satisfactory evidence), and who, upon oath, acknowledge		
(office held) of, the within named bargainor, a [		
partnership / general partnership], and that [s/h]e a	s such	, executed the
foregoing instrument for the purpose therein containe	ed, by signing the nam	e of the [corporation /
company / partnership] by him/herself as		_ 1
Witness my hand and seal, this	day of _	
20		
Notary Public	[SEA]	[]
110ml f uone	[SLA	<u>-</u> j
My Commission Expires:		

### EXHIBIT A ASSESSMENT AGREEMENT

[see attached]

#### ORDINANCE NO.

AN ORDINANCE TO REVISE AND CHANGE
CERTAIN COUNCIL DISTRICTS AS A RESULT OF DEANNEXATION OF
AREAS IN THE CITY AND POPULATION CHANGES REFLECTED IN THE
2020 FEDERAL CENSUS SO THAT ALL SUCH DISTRICTS
WILL REMAIN AS EQUAL AS PRACTICABLE AND ALL SUCH
DISTRICTS WILL COMPLY WITH THE INJUNCTION DECREE
ISSUED BY UNITED STATES DISTRICT JUDGE JEROME
TURNER PERTAINING TO VOTING RIGHTS ACT REMEDIES

#### PREAMBLE

**WHEREAS**, Judge Jerome Turner ruled that the electoral system established in 1968 with seven districts and six at-large positions violates federal law; and

**WHEREAS**, the Memphis City Council adopted a plan on May 16, 1995 (the "Council's Plan") to remedy the problems with the current electoral system; and

**WHEREAS**, on June 19, 1995 Judge Jerome Turner entered an injunction decree which provided that the City Council plan was not a violation of the Constitution or the Voting Rights Act; and

**WHEREAS**, the citizens of Memphis adopted this proposed plan for the City of Memphis elections and made it a part of the Charter of the City in a referendum election held November 5, 1996; and

**WHEREAS**, the Constitution of the United States requires each Council District be as equal in population as practicable in order to satisfy the "one-man, one vote" principle; and

WHEREAS, as a result of annexations becoming operative in 2014, the Home Rule Charter of the City required the Council to assign territories annexed in 2014 to Council Districts and to make revisions and changes in all Districts by Ordinance No. 5591 as a result of the assignment of newly annexed areas so that all Council Districts would remain as equal as practicable; and

WHEREAS, Ordinance No. 5591 was adopted by the Council on August 4, 2015 ("Ordinance No. 5591"). Ordinance No. 5591 only reassigned four (4) Precincts previously described in Ordinance No. 5395 in effect for the 2011 City Elections; and

**WHEREAS**, the Council de-annexed certain areas of the City pursuant to Substitute Ordinances Nos. 5703, 5704 and 5718 effective December 31, 2020 ("2020 De-Annexations") after the 2020 Census had been completed;

WHEREAS, it is necessary and desirable to make revisions and changes in the boundaries of all Council Districts by this ordinance to address the population changes reflected in the 2020 federal census results as adjusted by the reduction in land area and corresponding population by the 2020 De-Annexations;

WHEREAS, due to the structural integrity and compactness of the Council Districts, as presently constituted, the Council finds that minimal changes in existing Council Districts will be required to satisfy the standards imposed by the United States Constitution, the City's Charter and the injunction decree; and

WHEREAS, the Council finds that this Ordinance continues past practice and policy of minimizing changes in Council Districts due to populations changes and that such practices and policies have preserved electoral stability and consistency in the core areas of each Council District; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS:

**Section 1. Redistricting Amendment.** That the Council districts 1 through 7, both inclusive, which are represented, by one council member each and multi-member districts 8 and 9, which are composed of approximately one-half the total city's population and are each represented by three (3) council members elected by position, shall each be amended and reconstituted to include the following Wards and Precincts:

DISTRICT ONE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts", encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 1

01-08-I1

01-08-I2

01-09-I1

01-09-I2

01-10-I1

01-10-I2

- 01-11-I1
- 05-01-I1
- 05-01-I2
- 05-02-I1
- 05-02-I3
- 05-02-I5
- 06-01-I2
- 06-01-I4
- 06-03-I1
- 06-03-I2
- 06-04-I1
- 06-04-I2
- 06-05-I1
- 06-05-I3
- 06-06-I1
- 06-06-I2
- 06-07-I4
- 06-08-I1
- 06-08-I2
- 06-09-I1
- 06-09-I2
- 06-09-I3
- 06-09-I4
- 06-09-I5
- 07-03-I2
- 07-04-I2
- 07-04-I5
- 07-04-I6
- 07-05-I4
- 13-01-I2
- 13-01-I4
- 13-01-I6
- 13-03-I3
- 13-12-I1
- 01-09-I3
- 06-09-I6
- 07-04-I4
- 13-01-I5
- 13-03-I1
- 13-03-I4

DISTRICT TWO shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts", encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 2 02-02-I1 04-03-I1 04-03-I2 04-04-I1 04-04-I2 04-07-I1 04-08-I1 04-08-I2 04-08-I3 04-08-I5 04-09-I1 04-09-I2 04-09-I3 04-10-I3 04-12-I2 04-12-I4 05-02-I2 05-02-I4 05-04-I1 05-04-I2 05-04-I3 05-04-I4 05-05-I3 05-05-I4 05-07-I1 05-08-I2 05-08-I3 05-09-I2 05-09-I4 05-10-I5 11-06-I2

12-02-I1

12-02-I2 12-03-I5 12-04-I1 12-04-I2 04-04-I3 04-08-I4 04-10-I2 05-09-I5 05-11-I1 12-02-I4 12-04-I4 12-05-I2

DISTRICT THREE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 3
09-07-I1
09-07-I2
09-07-I3
09-08-I1
09-08-I2
09-08-I3
09-08-I4
09-11-I1
10-09-I1
10-09-I4
10-10-I1
10-10-I2
10-10-I5
11-01-I2
11-02-I1
11-02-I2
11-02-I3
11-02-I4

11-03-I3
11-04-I3
11-04-I4
11-05-I1
11-05-I2
11-05-I3
11-05-I4
11-06-I1
11-07-I1
11-07-I2
11-08-I1
12-01-I1
12-07-I1
09-07-I4
09-10-I3
12-07-I4

DISTRICT FOUR shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 4
08-11-I1
08-11-I2
08-11-I5
08-11-I6
08-11-I7
10-01-I1
10-03-I1
10-03-I2
10-03-I4
10-03-I5
10-03-I6
10-04-I1
10-05-I1
10-05-I2
10-06-I1

10-07-I1
10-07-I2
10-07-I3
10-07-I4
10-08-I1
10-08-I2
10-09-I2
10-10-I3
11-01-I1
11-02-I5
11-03-I1
11-03-I2
11-04-I1
11-04-I2
11-04-I5
11-04-I6
12-01-I2
13-07-I1
13-07-I3
13-11-I2
10-09-I6
10-10-I4

DISTRICT FIVE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 5
04-01-I1
04-01-I2
04-01-I3
04-01-I4
04-02-I1
04-07-I2
04-07-I3
07-07-I1
07-07-I3
07-08-I1

07-08-I3
07-09-I1
07-10-I1
07-10-I2
08-07-I1
08-07-I3
13-01-I1
13-01-I3
13-02-I1
13-03-I2
13-03-I5
13-04-I1
13-04-I2
13-05-I1
13-05-I2
13-05-I3
13-06-I1
13-06-I2
13-06-I3
13-07-I2
13-07-I4
13-08-I1
13-08-I2
13-08-I3
13-09-I1
13-09-I2
13-09-I3
13-09-I4
13-09-I5
13-10-I1
13-11-I1
13-11-I3
04-01-I5
04-01-I6
04-03-I3
07-08-I6
13-03-I6

DISTRICT SIX shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 6
08-05-I1
08-05-I3
08-05-I4
08-06-I2
08-07-I2
08-07-I4
08-08-I1
08-09-I1
08-09-I2
08-09-I3
08-10-I1
08-11-I3
08-11-I4
08-12-I1
08-12-I2
09-01-I2
09-02-I1
09-02-I2
09-03-I1
09-04-I1
09-04-I2
09-04-I3
09-05-I1
09-05-I2
09-06-I1
09-09-I1
09-09-I2
09-10-I1
09-10-I2
09-11-I2
10-02-I1
10-06-I2
10-09-I3

08-10-I2	
10-03-I3	
10-09-I5	

DISTRICT SEVEN shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

District 7 06-05-I2 06-07-I1 06-07-I2 06-07-I3 06-08-I4 07-01-I1 07-01-I2 07-02-I1 07-02-I2 07-02-I3 07-03-I1 07-04-I1 07-04-I3 07-05-I1 07-05-I2 07-05-I3 07-06-I1 07-06-I2 07-07-I2 07-08-I2 07-08-I4 08-01-I1 08-01-I2 08-01-I3 08-01-I4 08-02-I2 08-02-I3 08-03-I1 08-04-I1

08-04-I2

08-05-I2 08-06-I1 01-04-I2 06-08-I3 07-08-I5 08-04-I3 08-05-I5

DISTRICT EIGHT shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards" and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

Super District 8
07-04-I2
07-04-I5
07-04-I6
07-05-I4
07-04-I4
09-07-I1
09-07-I2
09-07-I3
09-08-I1
09-08-I2
09-08-I3
09-08-I4
09-11-I1
10-09-I1
10-09-I4
10-10-I1
10-10-I2
11-02-I1
11-02-I2
11-02-I3
11-02-I4
11-04-I3
11-04-I4
11-05-I1

11-05-I3
11-05-I4
11-06-I1
11-07-I1
11-07-I2
11-08-I1
12-01-I1
12-07-I1
09-07-I4
09-10-I3
12-07-I4
08-11-I1
08-11-I2
08-11-I5
08-11-I6
08-11-I7
10-01-I1
10-03-I1
10-03-I2
10-03-I4
10-03-I5
10-03-I6
10-04-I1
10-05-I2
10-06-I1
10-07-I1
10-07-I2
10-07-I3
10-07-I4
10-08-I1
10-08-I2
10-09-I2
10-10-I3
11-02-I5
11-03-I1
11-04-I2
11-04-I5
11-04-I6
12-01-I2

13-07-I1
13-07-I3
10-09-I6
10-10-I4
08-05-I1
08-05-I3
08-05-I4
08-06-I2
08-07-I2
08-07-I4
08-08-I1
08-09-I1
08-09-I2
08-09-I3
08-10-I1
08-11-I3
08-11-I4
08-12-I1
08-12-I2
09-01-I2
09-02-I1
09-02-I2
09-03-I1
09-04-I1
09-04-I2
09-04-I3
09-05-I1
09-05-I2
09-06-I1
09-09-I1
09-09-I2
09-10-I1
09-10-I2
09-11-I2
10-02-I1
10-06-I2
10-09-I3
08-10-I2
10-03-I3

10-09-I5
07-01-I1
07-01-I2
07-02-I1
07-02-I2
07-02-I3
07-03-I1
07-04-I1
07-04-I3
07-05-I1
07-05-I2
07-05-I3
07-06-I1
07-06-I2
07-08-I2
07-08-I4
08-01-I1
08-01-I2
08-01-I3
08-01-I4
08-02-I2
08-02-I3
08-03-I1
08-04-I1
08-04-I2
08-05-I2
08-06-I1
01-04-I2
07-08-I5
08-04-I3
08-05-I5

DISTRICT NINE shall consist of the areas, within the corporate limits of the City of Memphis and those areas within "split wards" and precincts, encompassed by the Wards and Precincts using the Election Commission's 2021 Precinct Assignments as set forth below:

#### Super District 9 01-08-I1 01-08-I2

01-09-I1
01 09 II 01-09-I2
01 09 12 01-10-I1
01-10-I2
01-10-12 01-11-I1
05-01-I1 05-01-I2
05-02-I1
05-02-I3
05-02-I5
06-01-I2
06-01-I4
06-03-I1
06-03-I2
06-04-I1
06-04-I2
06-05-I1
06-05-I3
06-06-I1
06-06-I2
06-07-I4
06-08-I1
06-08-I2
06-09-I1
06-09-I2
06-09-I3
06-09-I4
06-09-I5
07-03-I2
13-01-I2
13-01-I4
13-01-I6
13-03-I3
13-12-I1
01-09-I3
06-09-I6
13-01-I5
13-03-I1
13-03-I4

02-02-I1
04-03-I1
04-03-I2
04-04-I1
04-04-I2
04-07-I1
04-08-I1
04-08-I2
04-08-I3
04-08-I5
04-09-I1
04-09-I2
04-09-I3
04-10-I3
04-12-I2
04-12-I4
05-02-I2
05-02-I4
05-04-I1
05-04-I2
05-04-I3
05-04-I4
05-05-I3
05-05-I4
05-07-I1
05-08-I2
05-08-I3
05-09-I2
05-09-I4
05-10-I5
11-06-I2
12-02-I1
12-02-I2
12-02-I5
12-03-I5
12-04-I1
12-04-I2
04-04-I3
04-08-I4

04-10-I2
05-09-I5
05-11-I1
12-02-I4
12-04-I4
12-05-I2
10-10-I5
11-01-I2
11-03-I3
11-05-I2
10-05-I1
11-01-I1
11-03-I2
11-04-I1
13-11-I2
04-01-I1
04-01-I2
04-01-I3
04-01-I4
04-02-I1
04-07-I2
04-07-I3
07-07-I1
07-07-I3
07-08-I1
07-08-I3
07-09-I1
07-10-I1
07-10-I2
08-07-I1
08-07-I3
13-01-I1
13-01-I3
13-02-I1
13-03-I2
13-03-I5
13-04-I1
13-04-I2
13-05-I1

13-05-I2
13-05-I3
13-06-I1
13-06-I2
13-06-I3
13-07-I2
13-07-I4
13-08-I1
13-08-I2
13-08-I3
13-09-I1
13-09-I2
13-09-I3
13-09-I4
13-09-I5
13-10-I1
13-11-I1
13-11-I3
04-01-I5
04-01-I6
04-03-I3
07-08-I6
13-03-I6
06-05-I2
06-07-I1
06-07-I2
06-07-I3
06-08-I4
07-07-I2
06-08-I3

Wards and precincts have been allocated between the various districts using the U.S. Census Bureau's block and ward/precinct data released by the U.S. Census Department to the Governor and General Assembly of the State of Tennessee. Such data may vary from the wards and precincts split or consolidated by the Shelby County Election Commission after the compilation of census data by the U.S. Census Bureau.

Reference is made to the Memphis Municipal Code, as amended, and to the Official Ward and Precinct Map of the City of Memphis in the Office of the City Comptroller for a description of the wards and precincts hereinabove allocated to the respective districts One (1) through Nine (9), both inclusive. Annexed areas shall be assigned as future wards are described. Reference is also made to the minutes of the Board of Commissioners of Shelby County, Tennessee, for ordinances and resolutions establishing precinct lines. A map describing said Districts, as amended, is hereby adopted and is ordered to be filed with the Comptroller of the City of Memphis. Should there be discrepancies between the official U.S. census districts and the voting districts assigned by the Shelby County Election Commission and the text of this Ordinance using the Election Commission's descriptions of voting districts and precincts such discrepancies shall be resolved by the Election Commission by reference to the official map filed with the Comptroller of the City, which shall control.

#### Section 2. Nonconflicting-Conflicting Laws.

BE IT FURTHER ORDAINED That all laws or ordinances of the City of Memphis, not in conflict with this Ordinance, be and the same are continued in full force and effect, and all laws in conflict therewith are hereby repealed.

#### Section 3. Severability.

BE IT FURTHER ORDAINED, That if any clause, sentence, paragraph, section or part of this ordinance shall be held or declared to be unconstitutional or void, it shall not affect the remaining parts of this ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this ordinance notwithstanding the parts so held to be invalid, if any.

#### **Section 4. Effective Date.**

BE IT FURTHER ORDAINED, That this ordinance shall take effect immediately after its adoption, the public welfare requiring it.

#### SPONSORS:

J.B. SMILEY, JR. COUNCIL MEMBER DIST. 8 EDMUND FORD, SR. COUNCIL MEMBER DIST. 6 FRANK COLVETT JR. COUNCIL MEMBER DIST. 2 FORD CANALE COUNCIL MEMBER DIST. 9

> JAMITA SWEARENGEN CHAIRMAN OF COUNCIL

Attest:

VALERIE C. SNIPES Deputy City Comptroller



#### RESOLUTION approving the final plat for:

#### Oaklawn Estates PD Phase 2 Area A

and accepting Bond as security

WHEREAS, **Bank of Bartlett**, is the Owner and Developer of a certain property in the present limits of the Shelby County as reflected on the plat and located 3,300 linear feet North of Latting Woods Road and Roland Road, in Shelby County, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Bank of Bartlett,** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Oaklawn Estates PD Phase 2 Area A** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the SureTec Insurance Company **Performance Bond No. 4449753** in the amount of \$250,100.00 as security for project.



#### RESOLUTION approving the final plat for:

#### Oaklawn Estates PD Phase 3 Area A

and accepting Bond as security

WHEREAS, **Bank of Bartlett**, is the Owner and Developer of a certain property in the present limits of the Shelby County as reflected on the plat and located 3,300 linear feet North of Latting Woods Road and Roland Road, in Shelby County, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Bank of Bartlett,** and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Oaklawn Estates PD Phase 3 Area A** is hereby approved.

BE IT FURTHER RESOLVED, that the proper officials be and are hereby authorized to execute the attached standard improvement contract and accept the SureTec Insurance Company **Performance Bond No. 4449754** in the amount of \$213,500.00 as security for project.



#### RESOLUTION approving the final plat for:

#### **Kirby Pointe Apartments (MJR 2021-26)**

and accepting Bond as security

WHEREAS, **Kirby Pointe Development, LLC.**, is the Developer of a certain property in the present limits of the City of Memphis as reflected on the plat and located 340' north of Shelby Drive and east side of Kirby Parkway, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Kirby Pointe Development, LLC.,** and the City of Memphis covering the public improvements as a

part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Kirby Pointe Apartments (MJR 2021-26)** is hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accepts the Great American Insurance Company **Performance Bond No. E706828** in the amount of **\$212,500.00** as security for project.



#### RESOLUTION approving the Engineering plans for:

#### **Conwood II Development**

and accepting Bond as security

WHEREAS, **Conwood II, LLC.**, is the Developer of a certain property within the present limits of the City of Memphis, and located at northwest corner of Saffarans Avenue and Front Street, in Memphis, Tennessee.

and

WHEREAS, the developer desires to develop the property reflected on the engineering plans; and

WHEREAS, attached hereto is a standard improvement contract entered into by and between **Conwood II, LLC.**, and the City of Memphis covering the public improvements as a part of developing the property; and

WHEREAS, the terms and conditions of the contract are in accordance with the policies of the City of Memphis for developing such a project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the engineering plans for **Conwood II Development** are hereby approved.

BE IT FURTHER RESOLVED, that the proper official be and are hereby authorized to execute the attached standard improvement contract and accept the **Cash Bond** in the amount of **\$166,200.00**, as security.



# RESOLUTION accepting public improvements for : Woodland Hills II PD, Phase 14, PD 19-09 CO (County) [CR-5375] and approve release of Bond

WHEREAS, Coastal Fuels, Inc. is the Developer of certain property within the present limits of the unincorporated area of Shelby County, located 800 linear feet west of Woodland Trace

Lane, north of Trinity Road as reflected on the final plat entitled Woodland Hills II PD, Phase 14,

PD 19-09 CO (County) [CR-5375]

and

WHEREAS, all of the public improvements required by the Standard Improvement Contract for the project are completed.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the final plat for **Woodland Hills II PD**, **Phase 14**, **PD 19-09 CO (County) [CR-5375]** and the completion of the public improvements therein, are and the same are hereby accepted by the City.

BE IT FURTHER RESOLVED, that the Financial Federal Letter of Credit No. **234A** in the amount of **\$39,600.00**, held as security for the Standard Improvement Contract, is **hereby ordered released**.



#### **RESOLUTION – FIRE SERVICES**

Resolution to accept a 2022 Dodge Durango from the Memphis Fire Department Foundation for the Healthcare Navigator program.

**WHEREAS**, the City of Memphis Division of Fire Services has been awarded a donation of a 2022 Dodge Durango from Memphis Fire Department Foundation. The donation has an estimated value of Thirty-Three Thousand Eight Hundred Seventy-Eight Dollars and 00/100 (\$33,878.00); and

WHEREAS, the donation is designated to be used by Healthcare Navigator program. This program is a specialty group that assists with certain patient populations; and

WHEREAS, it is necessary to accept the donation; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the donation of a 2022 Dodge Durango be accepted by the City of Memphis.



# **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept a donation of a 2022 Dodge Durango having an estimated value of Thirty-Three Thousand Eight Hundred Seventy-Eight Dollars and no/100 (\$33,878) for Healthcare Navigator Program.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.) Fire Services is the initiating party.
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.

There is no change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

This will impact all council and super districts.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This will not require a new contract or an amendment to an existing contract.

- 6. State whether this requires an expenditure of funds/requires a budget amendment This does not requires an expenditure or budget adjustment.
- 7. If applicable, please list the MWBE goal and any additional information needed There is no WMBE goal.

## 1. Description of the Item

Resolution awarding Contract No. 12260, Over-the-Phone Language Line Interpreter Service to Propio LS, LLC dba Propio Language Services, in the funded not-to-exceed amount of \$567,521.67.

### 2. Additional Information

The project scope is to provide real-time Interpreter Services 24 hours a day, seven (7) days a week, including holidays, for multiple MLGW departments with the primary user of such services being the MLGW Customer Care Call Center.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12260, Over-the-Phone Language Line Interpreter Service to Propio LS, LLC dba Propio Language Services in the funded not-to-exceed amount of \$567,521.67, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide real-time Interpreter Services 24 hours a day, seven (7) days a week, including holidays, for multiple MLGW departments with the primary user of such services being the MLGW Customer Care Call Center; and

WHEREAS, the Request for Proposals was advertised using MLGW's Online Bid Notification System on December 16, 2021. MLGW solicited 10 companies; and received 8 proposals on February 21, 2022. Three (3) firms were selected to participate in the demo process based on an evaluated score. Based on an overall total score, MLGW has selected Propio LS, LLC dba Propio Language Services in the funded amount of \$567,521.67. Proposals were evaluated on the following criteria: 1) Past experience of firm specific to the scope of work; 2) Experience of key personnel specific to the scope of work; 3) Provide Spanish-English real-time interpretation; 4) Provide 24 hours, seven (7) days a week, and 365 days a year availability and accessibility (weekdays, weekends, and holidays) for over the phone language interpretation; 5) Provide real-time interpretation for languages; 6) Employee Language Line Account Management Unique User ID and Passcode; 7) Training approach, documentation, and simplicity; 8) Itemized billing statement showing employee accounts, languages, use counts, and durations; 9) Price; and 10) Demonstration. The total funded not-to-exceed amount of this award is \$567,521.67. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12260, Over-the-Phone Language Line Interpreter Service to Propio LS, LLC dba Propio Language Services in the funded not-to-exceed amount of \$567,521.67.

**EXCERPT** 

from

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12260, Over-the-Phone Language Line Interpreter Service to Propio LS, LLC dba Propio Language Services in the funded not-to-exceed amount of \$567,521.67.

The project scope is to provide real-time Interpreter Services 24 hours a day, seven (7) days a week, including holidays, for multiple MLGW departments with the primary user of such services being the MLGW Customer Care Call Center.

The Request for Proposals was advertised using MLGW's Online Bid Notification System on December 16, 2021. MLGW solicited 10 companies; and received 8 proposals on February 21, 2022. Three (3) firms were selected to participate in the demo process based on an evaluated score. Based on an overall total score, MLGW has selected Propio LS, LLC dba Propio Language Services in the funded amount of \$567,521.67. Proposals were evaluated on the following criteria: 1) Past experience of firm specific to the scope of work; 2) Experience of key personnel specific to the scope of work; 3) Provide Spanish-English real-time interpretation; 4) Provide 24 hours, seven (7) days a week, and 365 days a year availability and accessibility (weekdays, weekends, and holidays) for over the phone language interpretation; 5) Provide real-time interpretation for languages; 6) Employee Language Line Account Management Unique User ID and Passcode; 7) Training approach, documentation, and simplicity; 8) Itemized billing statement showing employee accounts, languages, use counts, and durations; 9) Price; and 10) Demonstration. The total funded not-to-exceed amount of this award is \$567,521.67. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12260, Over-the-Phone Language Line Interpreter Service to Propio LS, LLC dba Propio Language Services in the funded not-to-exceed amount of \$567,521.67, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

Secretary - Treasurer

## 1. Description of the Item

Resolution awarding Contract No. 12211, Complex Billing System to Milestone Utility Services in the funded not-to-exceed amount of \$3,227,948.87.

## 2. Additional Information

The project scope is to provide a Complex Billing System that will automate MLGW's billing of complex rate structures for large industrial and commercial customers.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12211, Complex Billing System to Milestone Utility Services in the funded not-to-exceed amount of \$3,227,948.87, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide a Complex Billing System that will automate MLGW's billing of complex rate structures; and

WHEREAS, the Request for Proposals was advertised using the Memphis Daily News Publication and MLGW's Online Bid Notification System on November 12, 2021. MLGW solicited 20 companies; and received 3 proposals on January 21, 2022. Based upon the scores and ranking of the firms, this contract is being awarded to the most qualified firm, Milestone Utility Services in the amount of \$2,806,912.06. MLGW is requesting contingency funds in the amount of \$421,036.81 to cover any unforeseen change requests needed. Proposals were evaluated on the following criteria: 1) Implementation Timeline; 2) Price; 3) Functionality; 4) Demo; 5) References and Experience; and 6) Support Services. The total funded not-to-exceed amount of this award is \$3,227,948.87. The term of this contract is 60 months with provisions for continuous maintenance from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12211, Complex Billing System to Milestone Utility Services in the funded not-to-exceed amount of \$3,227,948.87.

**EXCERPT** 

from

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners that it awards Contract No. 12211, Complex Billing System to Milestone Utility Services

in the funded not-to-exceed amount of \$3,227,948.87.

The project scope is to provide a Complex Billing System that will automate MLGW's billing of

complex rate structures.

The Request for Proposals was advertised using the Memphis Daily News Publication and

MLGW's Online Bid Notification System on November 12, 2021. MLGW solicited 20 companies; and

received 3 proposals on January 21, 2022. Based upon the scores and ranking of the firms, this contract is

being awarded to the most qualified firm, Milestone Utility Services in the amount of \$2,806,912.06.

MLGW is requesting contingency funds in the amount of \$421,036.81 to cover any unforeseen change

requests needed. Proposals were evaluated on the following criteria: 1) Implementation Timeline; 2)

Price; 3) Functionality; 4) Demo; 5) References and Experience; and 6) Support Services. The total

funded not-to-exceed amount of this award is \$3,227,948.87. The term of this contract is 60 months with

provisions for continuous maintenance from the date of the Notice to Proceed. This award complies with

all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12211, Complex Billing System to Milestone Utility Services in the funded not-to-

exceed amount of \$3,227,948.87, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special

meeting held on 20 day of 2022, at which a quorum was present.

Canadam - Tracellor

## 1. Description of the Item

Resolution awarding Contract No. 12250, Arc Flash Hazard Systems and Facilities Assessment to Burns and McDonnell Engineering Co., Inc., in the funded not-to-exceed amount of \$3,459,236.00.

### 2. Additional Information

The project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Electric Transmission, Electric Distribution System, as well as Gas and other Facilities.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12250, Arc Flash Hazard Systems and Facilities Assessment to Burns and McDonnell Engineering Co., Inc. in the funded not-to-exceed amount of \$3,459,236.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Electric Transmission, Electric Distribution System, as well as Gas and other Facilities; and

WHEREAS, the Request for Qualifications was advertised using MLGW's Online Bid Notification System on April 19, 2021. MLGW solicited 20 companies; and received 10 qualifications on May 21, 2021. Based upon the scores and ranking of the firms, this contract is being awarded to the most qualified firm, Burns and McDonnell Engineering Co., Inc. in the amount of \$3,144,760.00. MLGW is requesting contingency funds in the amount of \$314,476.00 in case of any unforeseen issues, which may arise while conducting the assessment of the electrical equipment for the MLGW Electric and Gas Systems, along with other building facilities. Qualifications were evaluated on the following criteria: 1) Past experience in an Arc Flash hazard assessment; 2) Confidence of commitment, experience, and qualifications of personnel; 3) Evaluation of references provided; and 4) Confidence in proposed schedule and completion of project on time. The total funded not-to-exceed amount of this award is \$3,459,236.00. The term of this contract is 40 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12250, Arc Flash Hazard Systems and Facilities Assessment to Burns and McDonnell Engineering Co., Inc. in the funded not-to-exceed amount of \$3,459,236.00.

**EXCERPT** 

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

OF MEMP

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12250, Arc Flash Hazard Systems and Facilities Assessment to Burns and McDonnell Engineering Co., Inc. in the funded not-to-exceed amount of \$3,459,236.00.

The project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Electric Transmission, Electric Distribution System, as well as Gas and other Facilities.

The Request for Qualifications was advertised using MLGW's Online Bid Notification System on April 19, 2021. MLGW solicited 20 companies; and received 10 qualifications on May 21, 2021. Based upon the scores and ranking of the firms, this contract is being awarded to the most qualified firm, Burns and McDonnell Engineering Co., Inc. in the amount of \$3,144,760.00. MLGW is requesting contingency funds in the amount of \$314,476.00 in case of any unforeseen issues, which may arise while conducting the assessment of the electrical equipment for the MLGW Electric and Gas Systems, along with other building facilities. Qualifications were evaluated on the following criteria: 1) Past experience in an Arc Flash hazard assessment; 2) Confidence of commitment, experience, and qualifications of personnel; 3) Evaluation of references provided; and 4) Confidence in proposed schedule and completion of project on time. The total funded not-to-exceed amount of this award is \$3,459,236.00. The term of this contract is 40 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12250, Arc Flash Hazard Systems and Facilities Assessment to Burns and McDonnell Engineering Co., Inc. in the funded not-to-exceed amount of \$3,459,236.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on the day of the special at which a quorum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution awarding Contract No. 12322 (solicited under Contract No. 12250), Arc Flash Hazard Systems and Facilities Assessment to S & C Electrical Company in the funded not-to-exceed amount of \$2,039,500.00.

### 2. Additional Information

The project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Water Facilities.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12322 (solicited under Contract No. 12250), Arc Flash Hazard Systems and Facilities Assessment to S & C Electrical Company in the funded not-to-exceed amount of \$2,039,500.00, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Water Facilities; and

WHEREAS, the Request for Qualifications was advertised using MLGW's Online Bid Notification System on April 19, 2021. MLGW solicited 20 companies (solicited under Contract No. 12250); and received 10 qualifications on May 21, 2021. Based upon the scores and ranking of the firms, this contract is being awarded to the most qualified firm, S & C Electrical Company in the amount of \$1,854,125.00. MLGW is requesting contingency funds in the amount of \$185,375.00 in case of any unforeseen issues, which may arise while conducting the assessment of the electrical equipment for the MLGW Water System. Qualifications were evaluated on the following criteria: 1) Past experience in an Arc Flash hazard assessment; 2) Confidence of commitment, experience, and qualifications of experience, and qualifications of personnel; 3) Evaluation of references provided; and 4) Confidence in proposed schedule and completion of project on time. The total funded not-to-exceed amount of this award is \$2,039,500.00. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12322, Arc Flash Hazard Systems and Facilities Assessment to S & C Electrical Company in the funded not-to-exceed amount of \$2,039,500.00.

**EXCERPT** 

Trom

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12322 (solicited under Contract No. 12250), Arc Flash Hazard Systems and Facilities Assessment to S & C Electrical Company in the funded not-to-exceed amount of \$2,039,500.00.

The project scope is to provide services for conducting an Arc Flash Assessment, labeling of electrical hazards, training of workers in Arc Flash and Electrical Safety, and support for Arc Flash and Electrical Safety procedures for MLGW's Water Facilities.

The Request for Qualifications was advertised using MLGW's Online Bid Notification System on April 19, 2021. MLGW solicited 20 companies (solicited under Contract No. 12250); and received 10 qualifications on May 21, 2021. Based upon the scores and ranking of the firms, this contract is being awarded to the most qualified firm, S & C Electrical Company in the amount of \$1,854,125.00. MLGW is requesting contingency funds in the amount of \$185,375.00 in case of any unforeseen issues, which may arise while conducting the assessment of the electrical equipment for the MLGW Water System. Qualifications were evaluated on the following criteria: 1) Past experience in an Arc Flash hazard assessment; 2) Confidence of commitment, experience, and qualifications of experience, and qualifications of personnel; 3) Evaluation of references provided; and 4) Confidence in proposed schedule and completion of project on time. The total funded not-to-exceed amount of this award is \$2,039,500.00. The term of this contract is 60 months from the date of the Notice to Proceed. This award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12322, Arc Flash Hazard Systems and Facilities Assessment to S & C Electrical Company in the funded not-to-exceed amount of \$2,039,500.00, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held or day of 20 22, at which a quorum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12382 (Formerly Purchasing Purchase Order #7006141), Division Copy Fleet with Konica Minolta Business Solutions USA, Inc., in the funded amount of \$205,009.20. (This change is to renew and extend an existing purchase order an additional 24 months for the 101-multifunction copier/printer/scanners in the amount of \$205,009.20 for the period covering October 1, 2022, through September 30, 2024, which reflects a 3.5% decrease in rates from the initial purchase order. This renewal covers the equipment, service, and supplies for unlimited monochrome and color printed pages per month).

#### 2. Additional Information

The project scope is to provide maintenance, equipment, service, and supplies for the 101-multifunction copier/printer/scanners located across various MLGW locations.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022 approved Change No. 1 to Contract No. 12382, Division Copy Fleet (*Formerly Purchasing Purchase Order #7006141*) with Konica Minolta Business Solutions USA, Inc. to extend and renew the existing purchase order in the funded amount of \$205,009.20, and is now recommending to the Council of the City of Memphis that it approves said extension and renewal as approved; and

WHEREAS, the project scope is to provide maintenance, equipment, service, and supplies for the 101-multifunction copier/printer/scanners located across various MLGW locations. This change is to renew and extend an existing purchase order an additional 24 months for the 101-multifunction copier/printer/scanners in the amount of \$205,009.20 for the period covering October 1, 2022 through September 30, 2024, which reflects a 3.5% decrease in rates from the initial purchase order. This renewal covers the equipment, service, and supplies for unlimited monochrome and color printed pages per month. This extension and renewal complies with all applicable laws and policies. The new contract value is \$647,882.64; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to 12382, Division Copy Fleet (*Formerly Purchasing Purchase Order #7006141*) with Konica Minolta Business Solutions USA, Inc. to extend and renew the existing purchase order in the funded amount of \$205,009.20 as approved.

**EXCERPT** 

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Change No. 1 to Contract No. 12382, Division Copy Fleet (Formerly

Purchasing Purchase Order #7006141) with Konica Minolta Business Solutions USA, Inc. to extend and

renew the existing purchase order in the funded amount of \$205,009.20.

The project scope is to provide maintenance, equipment, service, and supplies for the 101-

multifunction copier/printer/scanners located across various MLGW locations. This change is to renew

and extend an existing purchase order an additional 24 months for the 101-multifunction

copier/printer/scanners in the amount of \$205,009.20 for the period covering October 1, 2022 through

September 30, 2024, which reflects a 3.5% decrease in rates from the initial purchase order. This renewal

covers the equipment, service, and supplies for unlimited monochrome and color printed pages per

month. This extension and renewal complies with all applicable laws and policies. The new contract value is

\$647,882.64.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No 12382, Division Copy Fleet (Formerly Purchasing Purchase Order #7006141) with Konica Minolta Business Solutions USA, Inc. to extend and renew the existing purchase order in the funded amount of \$205,009.20, as outlined in the foregoing preamble, is

approved and further,

THAT, the President, or his designated representative is authorized to execute the Extension and

Renewal.

thereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special

meeting held on 20 day of 200 20 at which a quorum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution approving Change No. 1 to Contract No. 12209, Courier Services with Express Courier International, Inc. to renew the current contract in the funded amount of \$160,791.14.

### 2. Additional Information

The project scope is to provide pick-up and delivery services of MLGW Division's mail, field instruments, utility bills and other documents in Memphis and Shelby County.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022 approved Change No. 1 to Contract No. 12209, Courier Services with Express Courier International, Inc. to renew the current contract in the funded amount of \$160,791.14, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to provide pick-up and delivery services of MLGW Division's mail, field instruments, utility bills and other documents in Memphis and Shelby County, Tennessee in accordance as outlined in the Contract Documents and Specifications. This change is to renew the current contract for the first of four (4) annual renewal terms covering the period of September 6, 2022 through September 5, 2023 in the amount of \$160,791.14, which reflects an increase in the fuel surcharge. The initial 6% fuel surcharge increased to 16.5% with this renewal; however, MLGW negotiated the fuel surcharge to 13.5%. This renewal complies with all applicable laws and policies. The new contract value is \$310,957.31; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 1 to Contract No. 12209, Courier Services with Express Courier International, Inc. to renew the current contract in the funded amount of \$160,791.14 as approved.

**EXCERPT** 

Trom

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Change No. 1 to Contract No. 12209, Courier Services with Express

Courier International, Inc. to renew the current contract in the funded amount of \$160,791.14.

The project scope is to provide pick-up and delivery services of MLGW Division's mail, field

instruments, utility bills and other documents in Memphis and Shelby County, Tennessee in accordance

as outlined in the Contract Documents and Specifications. This change is to renew the current contract for

the first of four (4) annual renewal terms covering the period of September 6, 2022 through September 5,

2023 in the amount of \$160,791.14, which reflects an increase in the fuel surcharge. The initial 6% fuel

surcharge increased to 16.5% with this renewal; however, MLGW negotiated the fuel surcharge to 13.5%.

This renewal complies with all applicable laws and policies. The new contract value is \$310,957.31.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 1 to Contract No. 12209, Courier Services with Express Courier International, Inc. to renew the current contract in the funded amount of \$160,791.14, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on D day of 2022, at which a quorum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution awarding Contract No. 12377, Customer Care Center (CCC) Communication Services to AT&T in the funded amount of \$699,926.04.

### 2. Additional Information

The project scope is to allow AT&T, as a single source provider, to provide communication services to the Customer Care Center (CCC). MLGW is requesting approval of this single source award in the amount of \$636,296.40, which can only be provided by AT&T due to the Customer Care Center being a crucial part of MLGW's operations, changing carriers could possibly interrupt its operation, causing outages during the switchover process. AT&T's capability of providing the best level of service, within Shelby County, to our facilities.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12377, Customer Care Center (CCC) Communication Services to AT&T in the funded amount of \$699,926.04, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to allow AT&T, as a single source provider, to provide communication services to the Customer Care Center (CCC) which include, but are not limited to, Session Initiation Protocol (SIP), Primary Rate Interface (PRI), Synchronous Optical Network (SONET), Multiprotocol Label Switching (MPLS), analog, and other landline services. MLGW is requesting approval of this single source award in the amount of \$636,296.40, which can only be provided by AT&T due to the Customer Care Center being a crucial part of MLGW's operations. changing carriers could possibly interrupt its operation, causing outages during the switchover process. AT&T's capability of providing the best level of service, within Shelby County, to our facilities. This is achieved through dual fiber feeds to MLGW Netters Business Center and MLGW Electric Operations, multiple central offices (CO's), and service redundancy. The dual fiber feeds with AT&T allow MLGW the ability to provide diverse cable paths for the circuits so that any single disruption will not impact the service. In addition, AT&T has multiple central office (CO) locations. This gives MLGW the ability to route traffic in different directions, based on the need of any customer. The service offered by AT&T also provides failover capability to any Central Office (CO) in the United States. MLGW is requesting contingency funds in the amount of \$63,629.64 to cover any unforeseen costs. The total funded amount of this award is \$699,926.04. The term of this contract is for 60 months from the date of the Notice to Proceed. This single source award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12377, Customer Care Center (CCC) Communication Services to AT&T in the funded amount of \$699,926.04 as approved.

## EXCERPT from

## MINUTES OF MEETING

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12377, Customer Care Center (CCC) Communication Services to AT&T in the funded amount of \$699,926.04.

The project scope is to allow AT&T, as a single source provider, to provide communication services to the Customer Care Center (CCC) which include, but are not limited to, Session Initiation Protocol (SIP), Primary Rate Interface (PRI), Synchronous Optical Network (SONET), Multiprotocol Label Switching (MPLS), analog, and other landline services. MLGW is requesting approval of this single source award in the amount of \$636,296.40, which can only be provided by AT&T due to the Customer Care Center being a crucial part of MLGW's operations, changing carriers could possibly interrupt its operation, causing outages during the switchover process. AT&T's capability of providing the best level of service, within Shelby County, to our facilities. This is achieved through dual fiber feeds to MLGW Netters Business Center and MLGW Electric Operations, multiple central offices (CO's), and service redundancy. The dual fiber feeds with AT&T allow MLGW the ability to provide diverse cable paths for the circuits so that any single disruption will not impact the service. In addition, AT&T has multiple central office (CO) locations. This gives MLGW the ability to route traffic in different directions, based on the need of any customer. The service offered by AT&T also provides failover capability to any Central Office (CO) in the United States. MLGW is requesting contingency funds in the amount of \$63,629.64 to cover any unforeseen costs. The total funded amount of this award is \$699,926.04. The term of this contract is for 60 months from the date of the Notice to Proceed. This single source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12377, Customer Care Center (CCC) Communication Services to AT&T in the funded amount of \$699,926.04, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

thereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20 day of 5000 at which a quorum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution awarding Contract No. 12379, 18 XXHP at Germantown Gate Station to T.D. Williamson (TDW) US, Inc. in the funded amount of \$398,475.40.

### 2. Additional Information

The project scope is to allow (TDW) US, Inc., as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138.

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022, awarded Contract No. 12379, 18 XXHP at Germantown Gate Station to T.D. Williamson (TDW) US, Inc. in the funded amount of \$398,475.40, and is now recommending to the Council of the City of Memphis that it approves said award as approved; and

WHEREAS, the project scope is to allow (TDW) US, Inc., as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138. The Contractor and MLGW will each perform ultrasonic tests on the sections of the pipeline that will be tapped to verify the pipe size, grade, and wall thicknesses. The Contractor shall provide the equipment, personnel, and labor (welding of stop and tap fittings onto MLGW's pipeline) needed to tap and stop MLGW's 18" natural gas pipelines, while the pipelines operate at line pressure (pipeline maximum allowable operating pressure: 900 psig). The Contractor and MLGW shall test their respective installations per 49 CFR 192 prior to placing them in operation. MLGW will perform all work requiring heavy equipment, including excavation, backfilling, material transport and material on and off-loading. MLGW will also operate the pipeline as needed, and fabricate, test, and install the by-pass piping and new valve assemblies between the fittings installed by the Contractor. MLGW will purchase all pipeline materials (TDW Stopple Fittings, valves, pipes, fittings) required for this job. MLGW is requesting approval of this sole source award, which can only be provided by (TDW) US, Inc., an industry leader in pipeline stopping and tapping, for the by-pass. TDW STOPPLE ® fittings have historically been, and are presently, used throughout the MLGW natural gas system. Installing (TDW) US, Inc. fittings in our system allows MLGW gas crews to reuse those fittings for future pipeline

stopping work without additional training. The compatible equipment needed to use these fittings are also manufactured by (TDW) US, Inc. The total funded amount of this award is \$398,475.40. The term of this contract is for one (1) year from the date of the Notice to Proceed. This sole source award complies with all applicable laws and policies; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved an award of Contract No. 12379, 18 XXHP at Germantown Gate Station to T.D. Williamson (TDW) US, Inc. in the funded amount of \$398,475.40 as approved.

EXCERPT

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it awards Contract No. 12379, 18 XXHP at Germantown Gate Station to T.D. Williamson (TDW) US, Inc. in the funded amount of \$398,475.40.

The project scope is to allow (TDW) US, Inc., as a sole source provider, to provide a 12-inch steel pipeline by-pass that is required to prevent interruption of natural gas services to MLGW customers during reconstruction of MLGW's Germantown Gate Station located at 2121 N. Germantown Road, Germantown, TN 38138. The Contractor and MLGW will each perform ultrasonic tests on the sections of the pipeline that will be tapped to verify the pipe size, grade, and wall thicknesses. The Contractor shall provide the equipment, personnel, and labor (welding of stop and tap fittings onto MLGW's pipeline) needed to tap and stop MLGW's 18" natural gas pipelines, while the pipelines operate at line pressure (pipeline maximum allowable operating pressure: 900 psig). The Contractor and MLGW shall test their respective installations per 49 CFR 192 prior to placing them in operation. MLGW will perform all work requiring heavy equipment, including excavation, backfilling, material transport and material on and offloading. MLGW will also operate the pipeline as needed, and fabricate, test, and install the by-pass piping and new valve assemblies between the fittings installed by the Contractor. MLGW will purchase all pipeline materials (TDW Stopple Fittings, valves, pipes, fittings) required for this job. MLGW is requesting approval of this sole source award, which can only be provided by (TDW) US, Inc., an industry leader in pipeline stopping and tapping, for the by-pass. TDW STOPPLE ® fittings have historically been, and are presently, used throughout the MLGW natural gas system. Installing (TDW) US, Inc. fittings in our system allows MLGW gas crews to reuse those fittings for future pipeline stopping work without additional training. The compatible equipment needed to use these fittings are also

manufactured by (TDW) US, Inc. The total funded amount of this award is \$398,475.40. The term of this contract is for one (1) year from the date of the Notice to Proceed. This sole source award complies with all applicable laws and policies.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the award of Contract No. 12379, 18 XXHP at Germantown Gate Station to T.D. Williamson (TDW) US, Inc. in the funded amount of \$398,475.40, as outlined in the foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Award.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20 day of 3700.

20,22, at which a gaprum was present.

Secretary - Treasurer

## 1. Description of the Item

Resolution approving a twelve (12) month extension of Purchase Order Number 7014778 with WESCO Distribution, Inc., formerly Anixter, for decorative concrete standards in the amount of \$475,644.00.

### 2. Additional Information

The decorative concrete standards are needed to supply material for projects and to replenish storeroom inventory.

#### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022 approved extension of Purchase Order Number 7014778 for decorative concrete standards and is now recommending to the Council of the City of Memphis that it approves said extension as approved in the 2022 fiscal year budget and subsequent budget year as approved; and

WHEREAS, decorative concrete standards are needed to supply material for projects and to replenish storeroom inventory; and

WHEREAS, on July 24, 2019 the Board of Light, Gas and Water Commissioners approved a thirty-six (36) month blanket purchase order for decorative concrete standards in the amount of \$680,513.50. WESCO Distribution, Inc. has agreed to honor a price increase of 3% effective August 20, 2022. The proposed 3% is less than the market price considering the drastic inflation caused by numerous economic factors. Additional funds in the amount of \$475,644.00 is requested for the twelve (12) month period. The new expiration date with the extension is August 18, 2023. The new contract value is \$1,156,157.50. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies; and

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Memphis that there be and is hereby approved extension of Purchase Order Number 7014778 to WESCO Distribution, Inc. in the amount of \$237,822.00 chargeable to the MLGW 2022 fiscal year

budget and remaining balance of \$237,822.00 chargeable to subsequent budget year as approved.

**EXCERPT** 

from

MINUTES OF MEETING

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water Commissioners that it approves a twelve (12) month extension of Purchase Order Number 7014778 with WESCO Distribution, Inc., formerly Anixter, for decorative concrete standards.

The decorative concrete standards are needed to supply material for projects and to replenish storeroom inventory.

On July 24, 2019, the Board of Light, Gas and Water Commissioners approved a thirty-six (36) month blanket purchase order for decorative concrete standards in the amount of \$680,513.50. WESCO Distribution, Inc. has agreed to honor a price increase of 3% effective August 20, 2022. The proposed 3% is less than the market price considering the drastic inflation caused by numerous economic factors.

Additional funds in the amount of \$475,644.00 is requested for the twelve (12) month period. The new expiration date with the extension is August 18, 2023. The new contract value is \$1,156,157.50. All existing terms and conditions will remain the same. This extension complies with all applicable laws and policies.

The 2022 budgeted amount for Street Light Maintenance is \$2,122,000.00; the amount spent to date is \$766,263.70; leaving a balance available of \$1,355,736.30 to be spent in 2022; of which \$237,822.00 will be spent on this purchase order; leaving a balance available of \$1,117,914.30 after award; the remaining balance of \$237,822.00 to be spent from subsequent budget years as approved; and

**NOW THEREFORE BE IT RESOLVED BY** the Board of Light, Gas and Water Commissioners:

THAT, subject to the consent and approval of the Council of the City of Memphis, approves the extension of Purchase Order Number 7014778 with WESCO Distribution, Inc. for decorative concrete standards as outlined in the foregoing preamble.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on 20 ay of 2002, at which a quorum was present.

Secretary - Treasurer

#### **Memphis City Council Summary Sheet for MLGW Items**

#### 1. Description of the Item

Resolution approving Change No. 3 to Contract No. 12060, DOT Drug and Alcohol Testing with Mid-South Drug Testing, Inc., to renew the current contract in the funded amount of \$125,000.00.

#### 2. Additional Information

The project scope is to furnish supervision, materials, labor, and transportation to collect and transport urine specimens to a certified laboratory, perform laboratory analysis of specimens and provide re-testing associated with storage and record keeping.

#### RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of July 20, 2022 approved Change No. 3 to Contract No. 12060, DOT Drug and Alcohol Testing with Mid-South Drug Testing, Inc. to renew the current contract in the funded amount of \$125,000.00, and is now recommending to the Council of the City of Memphis that it approves said renewal as approved; and

WHEREAS, the project scope is to furnish supervision, materials, labor, and transportation to collect and transport urine specimens to a certified laboratory, perform laboratory analysis of specimens and provide re-testing associated with storage and record keeping. These functions are in accordance with the Department of Transportation (DOT) Drug Testing Guidelines, 49 CFR Part 199 and Part 40, both current and as amended. This change is to renew the current contract for the third of four (4) annual renewal terms covering the period September 15, 2022 through September 14, 2023, with no increase in rates from the previous term. This renewal complies with all applicable laws and policies. The new contract value is \$500,000.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis, that there be and is hereby approved Change No. 3 to Contract No. 12060, DOT Drug and Alcohol Testing with Mid-South Drug Testing, Inc. to renew the current contract in the funded amount of \$125,000.00 as approved.

**EXCERPT** 

from

**MINUTES OF MEETING** 

of

BOARD OF LIGHT, GAS AND WATER COMMISSIONERS

CITY OF MEMPHIS

held

July 20, 2022

The Manager of Procurement and Contracts recommends to the Board of Light, Gas and Water

Commissioners the approval of Change No. 3 to Contract No. 12060, DOT Drug and Alcohol Testing

with Mid-South Drug Testing, Inc. to renew the current contract in the funded amount of \$125,000.00.

The project scope is to furnish supervision, materials, labor, and transportation to collect and

transport urine specimens to a certified laboratory, perform laboratory analysis of specimens and provide

re-testing associated with storage and record keeping. These functions are in accordance with the

Department of Transportation (DOT) Drug Testing Guidelines, 49 CFR Part 199 and Part 40, both current

and as amended. This change is to renew the current contract for the third of four (4) annual renewal

terms covering the period September 15, 2022 through September 14, 2023, with no increase in rates

from the previous term. This renewal complies with all applicable laws and policies. The new contract

value is \$500,000.00.

NOW THEREFORE BE IT RESOLVED BY the Board of Light, Gas and Water Commissioners:

THAT, Subject to the consent and approval of the Council of the City of Memphis, the approval of Change No. 3 to Contract No. 12060, DOT Drug and Alcohol Testing with Mid-South Drug Testing, Inc. to renew the current contract in the funded amount of \$125,000.00, as outlined in the

foregoing preamble, is approved and further,

THAT, the President, or his designated representative is authorized to execute the Renewal.

i hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - special meeting held on deport

2022, at which a quorum was present.

Secretary - Treasurer



## JIM STRICKLAND Mayor

July 19, 2022

The Honorable Michalyn Easter-Thomas, Chairman Personnel, Government Affairs, and Annexation Committee City Hall - Room 514 Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Charles M. Monger, II

be reappointed to the Memphis Alcohol Commission with a term expiration date of January 2, 2025.

I have attached biographical information.

JSS/sss

Cc: Council Members

# ALCOHOL COMMISSION 9 Member Board 3 Year Staggered Terms Oath of Office Required

The Alcohol Commission is charged with administering the laws relating to the sale of beer and approving retail liquor locations in the city. The Alcohol Commissions meets the first and third Wednesday of each month.

Claudette Boyd	F/B	12-31-22	Partial
Barry Chase	M/W	08-31-24	4 <sup>th</sup> term
Brian Harris	M/B	12-31-22	Partial
Jared Johnson	M/B	08-31-24	4 <sup>th</sup> term
Renee M. Poe	F/B	08-31-24	2 <sup>nd</sup> term
Chad Hampton	M/W	12-31-22	<b>Partial</b>
Vacancy	M/W	01-02-22	
Anna Vergos Blair	F/W	12-31-22	2 <sup>nd</sup> term
Johnsie Wallace	F/B	01-02-22	4 <sup>th</sup> term

Updated 071222



# City of Memphis

BIOGRAPHICAL INFORMATION

POINTMENT TO BOARD/COMMISSION

Memphis Alcohol Commision

BOARD/COMMISSION

Name: Charles M Monger II	Race Black M F
E-Mail Address: cmonger2@aol.com	Fax
Profession/Employer: Mississippi Blvd Christian Church	
Business Address: 70 N Bellevue Blvd Zip_3810	Phone: 901.729.6222
Education: Tennessee State University	
Name of Spouse: Tamara Jones Monger	Number of Children: 6
Home Address: 5780 Grassy Valley Drive	Phone: 901.515.7023
City: Memphis State: TN	Zip: 38141
I certify that I am a resident of the City of Memphis (Unincorporated a considered). Yes or No If yes, how long	ureas and surrounding counties are not g?25
Professional Organization/Associations:	
Other Organizations/Association: Men's Ministry - The Blvd MEMFEAST	
Other Interests: Music,Reading & Sports	
Signature Char M Mr 4	Date 07/17/2022



# Charles M. Monger, II

#### **Professional Summary**

Detail -oriented Director with proven abilities across all levels of organizational management. Talented in developing partnerships, overseeing personnel and developing tactical plans to meet strategic goals. Proven leader with significant background in Operations.

#### Skills

- Capital Budget Management
- Process improvements
- Strategic planning and execution
- Operations Oversight

#### Work History

#### **DIRECTOR OF OPERATIONS**

08/2018 to CURRENT

#### Mississippi Boulevard Christian Church | Memphis, TN

- Define, implement and revise operational policies and guidelines.
- Oversee day-to-day production activities in accordance with business objectives.
- Work collaboratively with Senior Leadership Team to implement new procedures and corrective actions to improve quality.
- Modernize and improve operational procedures to increase productivity and profitability while tightly controlling costs.
- Achieve team goals through formalized training plans, coaching and performance management.
- Oversaw day-to-day production activities in accordance with business objectives.
- Manage 40 team members across 5 departments, resulting in approximate 15% increase in annual revenue.

#### MANAGING PARTNER

06/2015 to 08/2018

#### Tailors Union (The Pocket) | Memphis, TN

- Established and implemented business procedures and process improvements.
- Analyzed and presented financial standings and cost effectiveness to other partners and investors.
- Developed and administered \$2,000,000.00 yearly budget.
- Increased revenue by 15% with successful promotional strategies and reductions in costs.
- Audited kitchen and front of house to guarantee cost-effectiveness.
- Inventoried restaurant and made food and supply orders regularly.

Education

Associate of Arts | Business Administration and Management Tennessee State University, Nashville, TN



## JIM STRICKLAND Mayor

July 19, 2022

The Honorable Michalyn Easter-Thomas, Chairman Personnel, Government Affairs, and Annexation Committee City Hall - Room 514 Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

#### Patrick Hillard

be appointed to the Memphis & Shelby County Center City Revenue Finance Corporation Board with a term expiration date of December 31, 2026.

Mayor

I have attached biographical information.

JSS/sss

Cc: Council Members

# MEMPHIS & SHELBY COUNTY CENTER CITY REVENUE FINANCE CORPORATION BOARD 9 Member Board (4) City & (4) County & (1) Joint Appointment 6 Year Term

#### Purpose:

Authorized to acquire, own, lease and dispose of properties, primarily in the downtown area, to maintain and increase employment opportunities promoting industry, trade, commerce, tourism and recreation.

#### Members (City):

Floyd, Glenn	M/W	12-31-20
Vacancy	F/W	12-31-20
Vacancy	F/B	12-31-26
Jeri Moskovitz**	F/W	12-31-26

#### **Joint Appointment:**

Ward-Johnson Ann Brandy	F/B	12-31-20	6yr. Term
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Updated 063022



# City of Memphis

# BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

BOARD/COMMISSION		
Name: Patrick J. Hillard, Sr.	Race Black M F	
E-Mail Address: phillard@bpjlaw.com	Fax_ 9015245024	
Profession/Employer: Burch, Porter & Johnson, PLLC		
130 N Court Avenue, Memphis, TN Business Address:Zip	38103 Phone: 9015245007	
Education: Paul Quinn College & University of Mem	phis Cecil C Humphreys School of Law	
Name of Spouse: Karlyn Hillard	Number of Children:	
Home Address: 538 Lodestone Way	Phone: 6823673305	
City: Memphis State: TN	Zip: <sup>38109</sup>	
I certify that I am a resident of the City of Memphis (Unincorporated areas and surrounding counties are not considered). Yes or No If yes, how long? 4 years		
Professional Organization/Associations:		
Kappa Alpha Psi Fraternity, Inc.; National Bar Assoc Tennessee Bar Association;	ation; Memphis Bar Association;	
Other Organizations/Association:		
Leaders of Color		
Other Interests:		
Signature Vatros / Heland, A.	Date 7/18/22	

#### Patrick J. Hillard, Sr.

130 N. Court Avenue Memphis, TN 38103 **P**: 682-367-3305

E: phillard@bpilaw.com

#### **EDUCATION**

#### University of Memphis Law School JD Candidate May, 2018

Memphis, TN

#### Current GPA 3.25 Ranked 26th in Class of 2018

- Herbert Herff Full-Tuition Presidential Law Scholarship
- Deans Award for Excellence Best Oral Advocate Small Section
- Top 10 Oral Advocate 1L Moot Court Competition
- Second Runner-Up 1L Moot Court Competition
- Senior Student Elect 2018 Student Honor Council
- Thurgood Marshall Mock Trial Travel Team Member
- Top 5 Oral Advocate In-School Mock Trial Competition 2016-17
- First Place In-School Mock Trial Competition 2016-17
- CALI Award for Excellence Trial Advocacy Course Spring 2017
  - Research Assistant for Professor Demetria Frank

#### Paul Quinn College, GPA 3.82

Dallas, TX

#### Bachelor of Science: Business Management, May 2012

- Valedictorian -2012
- Undergraduate Full-Tuition Presidential Scholarship- 2008-12
- Student Government Association President- Paul Quinn College 2010-12
   Awards: Historically Black College/University of the Year- 2010-2011

#### **PROFESSIONAL EXPERIENCE**

#### Burch, Porter & Johnson, PLLC - Memphis, TN

08/2018-Present

#### Associate Litigation Attorney

- Argue motions in Circuit and Chancery Court in Shelby County, Tennessee and Mississippi
- Litigate cases at all phases of litigation, from filing of Complaint throughout trial
- Analyze case law and statutes to negotiate settlements on behalf of injured clients

### Burch, Porter & Johnson, PLLC - Memphis, TN

02/2017-05/2017 & 02/2018-05/2018

#### Research Clerk

- Researched Tennessee, Mississippi, and Federal case law, statutes, and regulations pertaining to Property Damage, Business Transactions, and Personal Injury
- Drafted demand letters, mediation statements, and Motions for Summary Judgment
- Attended depositions and motion hearings

#### Rainey, Kizer, Reviere & Bell, PLC - Memphis, TN

07/2017-08/2017

#### Summer Associate

- Researched Tennessee and Federal case law, statutes, and regulations in the areas of Medical Malpractice, Property Transactions, and Personal Injury
- Shadowed practicing attorneys in the courtroom, depositions, and client meetings
- Drafted legal memorandums, motions, and deposition summaries

## Lewis, Thomason, King, Krieg & Waldrop, P.C. – Memphis, TN Summer Associate

05/2017-07/2017

- Researched Tennessee and Federal case law, statutes, and regulations dealing with Health Care Liability, Banking, and Insurance
- Drafted legal memorandums providing analysis on legal issues found in client cases
- Observed motion hearings, mediation settlements, and initial client intake meetings

## United States District Court Western District TN – Memphis, TN

05/2016-08/2016

- Federal Judicial Externship
   Researched cases on Tennessee Contract Law, Administrative Law, and Social Security Law
  - Participated in weekly meetings with the Judge discussing all research and writing projects
  - Wrote draft orders for Motions for Summary Judgment and Motions to Dismiss
  - Observed motions, sentencing, status conferences, and preliminary hearings adjudicated by Judges

#### PROFESSIONAL AFFILIATIONS/ COMMUNITY INVOLVEMENT

- Alternative Spring Break Memphis Law-2016
- Kappa Alpha Psi Fraternity, Inc.- Lambda Lambda Chapter President- 2010-12 Honors: 2010-2012 Kappa Scholar; 2nd Highest Undergraduate GPA in the region



## JIM STRICKLAND Mayor

July 19, 2022

The Honorable Michalyn Easter-Thomas, Chairman Personnel, Government Affairs, and Annexation Committee City Hall - Room 514 Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I am concurring with the County Mayor's appointment, and hereby recommend that:

#### Vijay Kalaga

be approved for the Economic Development Growth Engine of Memphis & Shelby County, as a county appointee, with a term expiring December 31, 2024.

I have attached biographical information.

Jim Strickland

JSS/sss

Cc: Council Members

# ECONOMIC DEVELOPMENT GROWTH ENGINE OF MEMPHIS AND SHELBY COUNTY (EDGE)

11 Member Board

5 City/5 County/1 Joint

**6 Year Staggered Terms** 

#### Purpose:

EDGE is the economic development agency for the City of Memphis and Shelby County Government. EDGE provides and coordinates public resources to drive economic development in Memphis and Shelby County. EDGE leverages the benefits of economic development incentive programs to foster public/private partnerships that create jobs, grow the economy, revitalize neighborhoods, attract investments, spark innovation, and encourage entrepreneurship.

#### City

Halperin, Mark J.	M/W	08-01-23	2 <sup>nd</sup> Term
Florence Jones	F/B	12-31-22	Partial
Vacancy	M/B	08-01-25	3 <sup>rd</sup> Term
Gerre Currie**	F/B	08-01-25	Partial
0000 0			- 31. 6.61.

2022 Council Liaison: Edmond Ford, Sr.

#### Joint appointment

Bright, Al Jr. M/B 08-01-25 3<sup>rd</sup> Term

County Vacancy Thomas Dyer Natasha Donerson

Cary Vaughn

2022 Commission Liaison: Mickell M. Lowery

**Updated: 063022** 



# City of Memphis

BIOGRAPHICAL INFORMATION APPOINTMENT TO BOARD/COMMISSION

EDGE	
BOARD/COMMISSION	
Name: Vijay Kalaga	Race Asian M F
E-Mail Address: vkalaga@gmail.com	
Profession/Employer: Bank of America	
6060 Poplar Avenue, Suite 101 Business Address:	Zip_38119 Phone: 901-485-7889
Education: MBA in Finance & MIS; Masters in Co	mputer Engg. Technology (U of Memphis)
Name of Spouse: UmaKalaga	Number of Children:2
Home Address: 1784 Amber Grove cv	Phone: 901-485-7889
City: Collierville State: TI	N Zip: 38017
I certify that I am a resident of the City of Memphis (Uninconsidered). Yes or No If y	corporated areas and surrounding counties are not es, how long?
Professional Organization/Associations: Community Legal Center - Board member; India Cultural Cente Community Volunteer Leaders' - Co-lead - Memphis region; Lea	r and Temple - Board of Trustees; Bank of America - adership Memphis - Alumni commitee
Other Organizations/Association: Epicenter Memphis - Investment and Advisory of the Mid-South - Corporate Comittee Member (2	
Other Interests: Professional Licenses: FINRA - Series 7 (General (Uniform Securities Agent), Series 24 (General S	
Signature <i>Vijay Kalaga</i>	Date 07/15/2022

#### VIJAY KALAGA

VKALAGA@GMAIL.COM | 901.485.7889 | WWW.LINKEDIN.COM/IN/VKALAGA

I serve as the Commercial Banking - Senior Relationship Manager for Bank of America. I lead a team of specialists who customize strategic, innovative financial guidance and solutions for companies throughout the Mid-South. In addition, I am also a Mid-South technology leader covering technology clients and prospects in West TN and Mississippi. My mission is to help businesses build companies that create value for customers, employees, shareholders, and communities.

#### **BACKGROUND**

I am a Finance professional with Technology background specializing in Data Analytics. I have over 18 years of experience in Fixed Income Capital Markets, Sales Management, Business Transformation, and Technology Strategy & Innovation. My family, wife and two children, have been living in Shelby County since 2000.

#### **PROFESSIONAL LICENSES**

FINRA - General Securities (Series 7)

FINRA - Uniform Securities Agent (Series 63)

FINRA - General Securities Principal (Series 24)

TN Real Estate Commission (Affiliate Broker)

#### **COMMUNITY**

I have been actively involved in the community in several volunteer, networking, and leadership activities around the Mid-South. Currently, I serve on the board of Community Legal Center (CLC) and as a Board of Trustees for India Cultural Center and Temple (ICCT). I served as the Alumni Committee member at Leadership Memphis, Investment and Advisory Club member for Epicenter Memphis, Corporate Committee member at United Way of the Mid-South, and IndiaFest Leadership Team for India Association of Memphis.

#### **EDUCATION**

**Executive Program 2017, Leadership Memphis.** 

Master of Business Administration in Finance and Management Information Systems and Master of Science in Computer Engineering Technology

University of Memphis, Memphis, TN.

Bachelor of Engineering in Mechanical Engineering, Osmania University, INDIA.



## **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to accept, allocate, and appropriate Federal grant funds in the value of \$97,336.00 and the State grants funds in the value of \$422,750.00 under A/E and Construction for PW01274 – North Parkway Sidewalks project. The Federal grant has a 20% local match, and the State has 5% local match requirement. As such, this resolution also allocates and appropriates GO Bonds in the value of \$46. 584.00 under A/E and Construction for the project. This resolution appropriates a total of

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Capital improvements in Districts 5 and 9.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Amends an existing grant agreement with the Tennessee Department of Transportation for PW01274 to award additional A/E and Construction funds.

6. State whether this requires an expenditure of funds/requires a budget amendment

Appropriation will require an amendment to the FY23 Capital Budget to appropriate funds in the sum of \$566,670.00.

7. If applicable, please list the MWBE goal and any additional information needed

This request is to appropriate \$566,670.00 for the PW01274. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures. The award for Construction has not yet been made.

# <u>Council Resolution Caption (North Parkway) From Mclean Blvd to Overton Park Service Entrance-PW01274 – Federal Grant Acceptance, Allocation, and Appropriation)</u>

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$97,336.00 and State grant funds in the value of \$422,750.00 under A/E and Construction for PW01274- North Parkway Sidewalks project, as well as allocate and appropriate GO Bond funds in the value of \$46,584.00 under A/E and Construction for PW01274.



A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$97,336.00 and State grant funds in the value of \$422,750.00 under A/E and Construction for PW01274 — North Parkway Sidewalks project, as well as allocate and appropriate GO Bond funds in the value of \$46,584.00 under A/E and Construction for PW01274.

WHEREAS, the Tennessee Department of Transportation has newly awarded Federal grant funds in the value of \$97,336.00 and State grant funds in the value of \$422,750.00 under A/E and Construction for PW01274 – North Parkway Sidewalks; and

WHEREAS, it is necessary to accept, allocate, and appropriate Federal grant funds in the value of \$97,336.00 and State grant funds in the value of \$422,750.00 under A/E and Construction for PW01274; and

WHEREAS, it is necessary to allocate and appropriate a sum of \$46,584.00 in GO Bond funds as a local match; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Budget be and is hereby amended by accepting, allocating, and appropriating Federal grant funds in the value of \$97,336.00 and State grant funds in the value of \$422,750.00 under A/E and Construction for PW01274 North Parkway Sidewalk.

**BE IT FURTHER RESOLVED** that there be and is hereby appropriated the sum of \$566.670.00 to the Fiscal Year 2023 Capital Budget and credited as follows:

**Project Title:** 

North Parkway Sidewalks

Project Number:

PW01274

Total Amount:

\$520,086.00 (Federal and State Grants CIP at

Architecture/Engineering and Contract Construction)

**Project Title:** 

North Parkway Sidewalks

**Project Number:** 

PW01274

**Total Amount:** 

\$46,584.00 (GO Bonds at Architecture/Engineering and

**Contract Construction**)



A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$809,133.60 under A/E and Construction for EN01036 – STP Sidewalk Program, as well as allocate and appropriate GO Bond funds in the value of \$202,283.40 under A/E and Construction for EN01036.

**WHEREAS,** the Tennessee Department of Transportation has newly awarded \$809,133.60 in Federal grant funds to the Design and Construction phases for project EN01036 – STP Sidewalk Program; and

**WHEREAS,** it is necessary to accept, allocate, and appropriate a sum of \$809,133.60 in Federal grant funds; and

WHEREAS, it is necessary to allocate and appropriate a sum of \$202,283.40 in GO Bond funds as a local match; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Budget be and is hereby amended by accepting, allocating, and appropriating \$809,133.60 in Federal grant funds as well as by allocating and appropriating \$202,283.40 in GO Bond funds for EN01065 – Hanley Elementary School Pedestrian Safety.

**BE IT FURTHER RESOLVED,** that there be and is hereby appropriated the sum of \$1,011,417.00 to the Fiscal Year 2023 Capital Budget and credited as follows:

Project Title:

STP Sidewalk Program

Project Number:

EN01036

Total Amount:

\$809,133.60 (Federal Grants CIP at Architecture/Engineering

and Contract Construction)

**Project Title:** 

STP Sidewalk Program

Project Number:

EN01036

Total Amount:

\$202,283.40 (GO Bonds at Architecture/Engineering and

**Contract Construction**)



## **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$809,133.60 under A/E and Construction for EN01036 – STP Sidewalk Program, as well as allocate and appropriate GO Bond funds in the value of \$202,283.40 under A/E and Construction for EN01036.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Capital improvements in Districts 1, 4, 5, 8, and 9.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Amends an existing grant agreement with the Tennessee Department of Transportation for EN01036 to award additional A/E and Construction funds.

6. State whether this requires an expenditure of funds/requires a budget amendment

Appropriation will require an amendment to the FY23 Capital Budget to appropriate funds in the sum of \$1,011,417.00.

7. If applicable, please list the MWBE goal and any additional information needed

This request is to appropriate \$1,011,417.00 for the EN01036. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures. The award for Construction has not yet been made.

# <u>Council Resolution Caption (STP Sidewalk Program-EN01036 – Federal Grant Acceptance, Allocation, and Appropriation)</u>

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$809,133.60 under A/E and Construction for EN01036 – STP Sidewalk Program, as well as allocate and appropriate GO Bond funds in the value of \$202,283.40 under A/E and Construction for EN01036.



## **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$1,109,242.18 under A/E and Construction for EN01060 – Ball Rd. Sidewalks project, as well as allocate and appropriate GO Bond funds in the value of \$277,310.55 under A/E and Construction for EN01060.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Capital improvements in Districts 4 and 8.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Amends an existing grant agreement with the Tennessee Department of Transportation for EN01060 to award additional A/E and Construction funds.

6. State whether this requires an expenditure of funds/requires a budget amendment

Appropriation will require an amendment to the FY23 Capital Budget to appropriate funds in the sum of \$1,386,552.73.

7. If applicable, please list the MWBE goal and any additional information needed

This request is to appropriate \$1,386,552.73 for the EN01062. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures. The award for Construction has not yet been made.

# <u>Council Resolution Caption (Ball Rd. Sidewalki-EN01030 – Federal Grant Acceptance, Allocation, and Appropriation)</u>

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$1,109,242.18 under A/E and Construction for EN01060 – Ball Rd. Sidewalks project, as well as allocate and appropriate GO Bond funds in the value of \$277,310.55 under A/E and Construction for EN01060.



A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$1,109,242.18 under A/E and Construction for EN01060 – Ball Rd. Sidewalks project, as well as allocate and appropriate GO Bond funds in the value of \$277,310.55 under A/E and Construction for EN01060.

WHEREAS, the Tennessee Department of Transportation has newly awarded \$1,109,242.18 in Federal grant funds to the Design and Construction phases for project EN01060 – Ball Rd. Sidewalks; and

**WHEREAS,** it is necessary to accept, allocate, and appropriate a sum of \$1,109,242.18 in Federal grant funds; and

WHEREAS, it is necessary to allocate and appropriate a sum of \$277,310.55 in GO Bond funds; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Budget be and is hereby amended by accepting, allocating, and appropriating \$1,109,242.18 in Federal grant funds as well as by allocating and appropriating \$277,310.55 in GO Bond funds for EN01060 – Ball Rd. Sidewalks.

**BE IT FURTHER RESOLVED**, that there be and is hereby appropriated the sum of \$1,386,552.73 to the Fiscal Year 2023 Capital Budget and credited as follows:

**Project Title:** 

Ball Rd. Sidewalks

**Project Number:** 

EN01060

**Total Amount:** 

\$1,109,242.18 (Federal Grants CIP at Architecture/Engineering

and Contract Construction)

**Project Title:** 

Ball Rd. Sidewalks

**Project Number:** 

EN01060

**Total Amount:** 

\$277,310.55 (GO Bonds at Architecture/Engineering and

**Contract Construction)** 



A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$576,250.67 under A/E and Construction for EN01061 — Dunbar Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$144,062.67 under A/E and Construction for EN01061.

**WHEREAS,** the Tennessee Department of Transportation has newly awarded \$576,250.67 in Federal grant funds to the Design and Construction phases for project EN01061 – Dunbar Elementary School Pedestrian Safety; and

WHEREAS, it is necessary to accept, allocate, and appropriate a sum of \$576,250.67 in Federal grant funds; and

WHEREAS, it is necessary to allocate and appropriate a sum of \$144,062.67 in GO Bond funds as a local match; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Budget be and is hereby amended by accepting, allocating, and appropriating \$576,250.67 in Federal grant funds as well as by allocating and appropriating \$144,062.67 in GO Bond funds for EN01061 – Dunbar Elementary School Pedestrian Safety.

**BE IT FURTHER RESOLVED,** that there be and is hereby appropriated the sum of \$720,313.34 to the Fiscal Year 2023 Capital Budget and credited as follows:

Project Title:

**Dunbar Elementary School Pedestrian Safety** 

Project Number:

EN01061

Total Amount:

\$576,250.67 (Federal Grants CIP at Architecture/Engineering

and Contract Construction)

Project Title:

**Dunbar Elementary School Pedestrian Safety** 

Project Number:

EN01061

Total Amount:

\$144,062.67 (GO Bonds at Architecture/Engineering and

**Contract Construction**)



# **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$576,250.67 under A/E and Construction for EN01061 – Dunbar Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$144,062.67 under A/E and Construction for EN01061.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Capital improvements in Districts 4 and 8.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Amends an existing grant agreement with the Tennessee Department of Transportation for EN01061 to award additional A/E and Construction funds.

6. State whether this requires an expenditure of funds/requires a budget amendment

Appropriation will require an amendment to the FY23 Capital Budget to appropriate funds in the sum of \$720,313.34.

7. If applicable, please list the MWBE goal and any additional information needed

This request is to appropriate \$720,313.34 for the EN01065. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures. The award for Construction has not yet been made.

# Council Resolution Caption (Hanley Elementary School Pedestrian Safety-EN01065 – Federal Grant Acceptance, Allocation, and Appropriation)

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$576,250.67 under A/E and Construction for EN01061 – Dunbar Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$144,062.67 under A/E and Construction for EN01061.



# **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$554,707.03 under A/E and Construction for EN01065 – Hanley Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$138,676.76 under A/E and Construction for EN01065.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This project is being initiated by the Division of Engineering.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This project does not involve a change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

Capital improvements in Districts 4 and 8.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

Amends an existing grant agreement with the Tennessee Department of Transportation for EN01065 to award additional A/E and Construction funds.

6. State whether this requires an expenditure of funds/requires a budget amendment

Appropriation will require an amendment to the FY23 Capital Budget to appropriate funds in the sum of \$693,383.79.

7. If applicable, please list the MWBE goal and any additional information needed

This request is to appropriate \$693,383.79 for the EN01065. The Goal setting committee will set an MWBE participation goal of 8% in accordance with TDOT's procedures. The award for Construction has not yet been made.

# <u>Council Resolution Caption (Hanley Elementary School Pedestrian Safety-EN01065 – Federal Grant Acceptance, Allocation, and Appropriation)</u>

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$554,707.03 under A/E and Construction for EN01065 – Hanley Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$138,676.76 under A/E and Construction for EN01065.

A resolution to accept, allocate, and appropriate Federal grant funds in the value of \$554,707.03 under A/E and Construction for EN01065 — Hanley Elementary School Pedestrian Safety project, as well as allocate and appropriate GO Bond funds in the value of \$138,676.76 under A/E and Construction for EN01065.

**WHEREAS,** the Tennessee Department of Transportation has newly awarded \$554,707.03 in Federal grant funds to the Design and Construction phases for project EN01065 – Hanley Elementary School Pedestrian Safety; and

WHEREAS, it is necessary to accept, allocate, and appropriate a sum of \$554,707.03 in Federal grant funds; and

WHEREAS, it is necessary to allocate and appropriate a sum of \$138,676.76 in GO Bond funds as a local match; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Budget be and is hereby amended by accepting, allocating, and appropriating \$554,707.03 in Federal grant funds as well as by allocating and appropriating \$138,676.76 in GO Bond funds for EN01065 – Hanley Elementary School Pedestrian Safety.

**BE IT FURTHER RESOLVED,** that there be and is hereby appropriated the sum of \$693,383.79 to the Fiscal Year 2023 Capital Budget and credited as follows:

**Project Title:** 

Hanley Elementary School Pedestrian Safety

Project Number:

EN01065

Total Amount:

\$554,707.03 (Federal Grants CIP at Architecture/Engineering

and Contract Construction)

Project Title:

**Hanley Elementary School Pedestrian Safety** 

**Project Number:** 

EN01065

**Total Amount:** 

\$138,676.76 (GO Bonds at Architecture/Engineering and

**Contract Construction**)



## **Memphis City Council Summary Sheet**

1. Description of the Item (Resolution, Ordinance, etc.)

This is a resolution to appropriate funds for construction of the T.E. Maxson Lagoon 2A Renovation-Package 2 in Sludge Disp/Earth Complex, Project Number SW02006.

- 2. Initiating Party (e.g. Public Works, at request of City Council, etc.)
  Public Works
- 3. State whether this is a change to an existing ordinance or resolution, if applicable.

This resolution does not change any existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

The project is located in Council District 6 and Super District 8. The project provides services to Districts or portions of Districts 2, 3, 4, 5, 6, 8 and 9.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This request will require a new construction contract.

6. State whether this requires an expenditure of funds/requires a budget amendment

Yes, this requires an expenditure of funds.

7. If applicable, please list the MWBE goal and any additional information needed

The MBE goal is 9% and the WBE goal is 2%. The MBE goal will be met by Enfinity Supply, LLC and W&T Contracting Corp. The WBE goal was not met, but the contractor submitted good faith effort documentation.



## **RESOLUTION**

This is a resolution to appropriate funds for construction of the T.E. Maxson WWTF Lagoon 2A in Sludge Disp/Earth Complex, Project Number SW02006.

WHEREAS, the Council of the City of Memphis approved Sludge Disposal/Earth Complex, project number SW02006, as part of the Fiscal Year 2023 Capital Improvement Budget; and

WHEREAS, bids were received on March 23, 2022 for the construction of the T.E. Maxson WWTF Lagoon 2A with the lowest complying bid \$7,426,000.00 submitted by CDM Smith, Inc; and

WHEREAS, this project will be funded by both Sewer Capital PAY GO in the amount of \$4,010,607.00 and Federal Grants CIP (WIFIA Loan) in the amount of \$4,157,993.00 for the construction of the T.E. Maxson WWTF Lagoon 2A; and

WHEREAS, it is necessary to appropriate \$8,168,600.00 funded by Sewer Capital Pay GO in the amount of \$4,010,607.00 and Federal Grants CIP in the amount of \$4,157,993.00 in Sludge Disp/Earth Complex, project number SW02006 as follows:

Contract Amount:

\$7,426,000.00

**Project Contingencies:** 

\$742,600.00

**Total Amount:** 

\$8,168,600.00

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Memphis that the Fiscal Year 2023 Capital Improvement Budget be and is hereby amended by appropriating the amount of \$8,168,600.00 funded by Sewer Capital PAY GO in the amount of \$4,010,607.00 and Federal Grants CIP (WIFIA Loan) in the amount of \$4,157,993.00 chargeable to the FY2023 Capital Improvement Budget and credited as follows:

**Project Title:** 

Sludge Disp/Earth Complex

**Project Number:** 

SW02006

Amount:

\$8,168,600.00